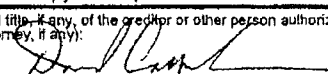


EXHIBIT 14

EXHIBIT 14

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 1
of 61

Form B10 (Official Form 10) (10/05)

United States Bankruptcy Court Central District of California		PROOF OF CLAIM
Name of Debtor Death Row Records, Inc.	Case Number LA 06-11205-EC	<div style="text-align: center;">FILED OCT 3 2006 CLERK, U.S. BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA Deputy Clerk</div> This space is for Court use only.
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (The person or other entity to whom the debtor owes money or property): Wasserman, Comden & Casselman, L.L.P.	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Name and address where notices should be sent: Wasserman, Comden & Casselman, L.L.P. C/O David B. Casselman 5567 Reseda Boulevard, Suite 330 Tarzana, CA 91357-7033 Telephone number: (818) 705-6800; Facsimile (818) 345-0162	<input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Last four digits of account or other number by which creditor identifies debtor:	Check here <input type="checkbox"/> replaces if this claim <input type="checkbox"/> amends a previously filed claim, dated: _____	
1. Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other See Attachment		<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (Fill out below) Last four digits of your Social Security number: _____ Unpaid compensation for services performed from _____ (date) to _____ (date)
2. Date debt was incurred:		3. If court judgment, date obtained: March 9, 2005
4. Total Amount of Claim at Time Case Filed: \$ 60,418,315.00 (unsecured) \$ (secured) \$ In an amt not less than \$ 60,418,315.00* (priority) (Total) If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below. *See attachment for additional claims against Debtor. <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges. See Attachment for Details.		
5. Secured Claim. <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other _____ Value of Collateral: \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any \$ _____		7. Unsecured Priority Claim. <input type="checkbox"/> Check this box if you have an unsecured priority claim, all or part of which is entitled to priority. Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries or commissions (up to \$10,000), *earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,225* of deposits toward purchase, lease or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Domestic support obligations under - 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____). <small>*Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment. \$10,000 and 180-day limits apply to cases filed on or after 4/20/05. Pub. L. 109-9</small>
6. Unsecured Nonpriority Claim. \$ _____ <input type="checkbox"/> Check this box if (a) there is no collateral or lien securing your claim, or (b) your claim exceeds the value of the property securing it or (c) none or only part of your claim is entitled to priority.		
8. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. 9. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. 10. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		This space is for Court use only.
Date 10/30/06	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): David B. Casselman 	
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.		

ORIGINAL

ATTACHMENT TO PROOF OF CLAIM
FILED BY WASSERMAN, COMDEN & CASSELMAN, L.L.P.

Wasserman, Comden & Casselman, L.L.P. ("Wasserman") has the followings claims against the Debtor:¹

- (1) Contingency Fee & Reimbursement of Expenses Arising out of Harris Judgment. Wasserman has a pending state court action (the "Wasserman Action") against, among others, Marion H. Knight *aka* Suge Knight ("Mr. Knight"), and Death Row Records, Inc. ("Death Row" and collectively, with Mr. Knight, the "Debtors"). The Wasserman Action was commenced on September 21, 2005 by the filing of a complaint in the Superior Court of the State of California for the County of Los Angeles - Central District (the "State Court"), styled Wasserman, Comden & Casselman, L.L.P. v. Lydia Harris; Lifestyle Records, Inc.; New Image Media Corp.; Marion H. Knight, aka Suge Knight; Death Row Records, Inc.; Death Row Records, L.L.C.; Tha Row, Inc.; Dermot Givens; Kevin Gilliam aka Battlecat; and Does 1 through 100, inclusive and bearing case number BC 308790.² The Wasserman Action arises out of Wasserman's representation³ of the Harris Parties in that certain action (the "Harris Action") commenced by the Harris Parties against, among others, Mr. Knight and Death Row. On March 9, 2006, Judgment was entered in the Harris Action in favor of Lydia Harris and New Image Media Corp. ("New Image") against the Debtors in the sum of \$107 million, which included \$60 million in punitive damages (the "Harris Judgment"). Wasserman is entitled to its 40% contingency fee on any recovery, as well as reimbursement for all out of pocket expenses. To the extent the Harris Parties have any claim against this estate, Wasserman is entitled to be paid directly from the Debtor's estate for its 40% contingency fee and related reimbursement of expenses.
- (2) Direct Claims Against the Debtors. On or about May 19, 2005, after the Harris Judgment was entered and after all appeals had been waived, Lydia terminated Wasserman as her attorney. In response and also on May 19, 2005, Wasserman filed and served on the Harris Parties and the Debtors a Notice of Attorney Lien (the "Attorney Lien Notice") equal to 40% of any and all gross recovery, payments or consideration of any kind or nature paid or transferred in satisfaction

¹ Wasserman reserves the right to supplement its claim.

² A true and correct copy of the First Amended Complaint filed by Wasserman in the Wasserman Action (the "First Amended Complaint") is annexed hereto.

³ On or about January 25, 2002, Wasserman, on the one hand, and Lydia Harris, New Image Entertainment, Inc., and Lifestyle Records, Inc. (the "Harris Parties"), on the other hand, entered into a written Contingency Fee Agreement (the "Contingency Fee Agreement") pursuant to which Wasserman agreed to represent the Harris Parties in connection with liability claims against, among others, the Debtors. Pursuant to the Contingency Fee Agreement, Wasserman is entitled to a forty-percent (40%) contingency fee on any recovery, as well as reimbursement of all reasonable out of pocket litigation costs and expenses.

of the Harris Judgment (40% of \$107 million, plus interest accruing at the rate of \$29,315.00 day), plus costs of \$213,890.27.⁴ Despite the Contingency Fee Agreement, Lydia and the Debtors secretly negotiated during the time she was represented by Wasserman and purportedly entered into a settlement agreement pursuant to which the Harris Judgment would be resolved. The Debtors and the Harris Parties are currently litigating over this purported settlement. However, it is undisputed that, despite signature of the Contingency Fee Agreement by Lydia and receipt of the Attorney Lien Notice by Lydia and the Debtors, the Debtors and/or related entities paid to Lydia the sum of at least \$1 million⁵ without acknowledging Wasserman's lien rights, or reserving any of the funds paid to Lydia to satisfy Wasserman's lien. Lydia refused to voluntarily pay any portion of the \$1 million to Wasserman, or even to reimburse Wasserman's actual costs, which were in excess of \$200,000. The Debtors, who had full knowledge of Wasserman's Attorney Lien Notice, proceeded to pay Lydia the \$1 million purported settlement payment. As set forth more fully in the First Amended Complaint filed in the Wasserman Action, Wasserman has alleged the following causes of action against the Harris Parties and the Debtors: (1) breach of contract of the Contingency Fee Agreement; (2) quantum meruit based on the actual legal services provided by Wasserman to the Harris Parties; (3) for money had and received; (4) an accounting of any and all gross recovery, payments or consideration of any kind paid or transferred in satisfaction, whole or part, of the Harris Judgment; (5) interference with contract based on, among others, the Debtors' conspiracy to deprive Wasserman of its lien rights; (6) an equitable assignment of 40% of the Harris Judgment and/or 40% of any settlement or other recoveries obtained by or on behalf of the Harris Parties; and (7) declaratory relief that Wasserman may recover judgment against the Debtors and their related entities and alter egos in the sum of 40% of the Harris Judgment, plus interest at the rate of \$29,315 per day from March 9, 2005.

⁴ A true and correct copy of the Attorney Lien Notice is attached as Exhibit "C" to the First Amended Complaint.

⁵ Since the payment of the \$1 million, Lydia and the Debtors have disagreed on whether that payment effectuated a full or partial payment under the purported settlement agreement, or whether a meeting of the minds occurred at all, so as to create a binding settlement agreement.

Conformed Copy

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Nancy E. Lucas (Bar No. 126854)
2 Haight Brown & Bonesteel LLP
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9 Facsimile: (818) 345-0162

10 Associated Attorneys for Plaintiff
WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.
11

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT
14

15 WASSERMAN, COMDEN,
CASSELMAN & PEARSON, L.L.P.,

16 Plaintiff,

17 v.

18 LYDIA HARRIS; LIFESTYLE
RECORDS, INC.; NEW IMAGE MEDIA
19 CORP.; MARION H. KNIGHT, aka SUGE
KNIGHT; DEATH ROW RECORDS,
20 INC.; DEATH ROW RECORDS, L.L.C.;
THA ROW, INC.; DERMOT GIVENS;
21 KEVIN GILLIAM aka BATTLECAT;
AND DOES 1 through 100, Inclusive,

22 Defendants.
23

Case No. BC 340196

[Assigned to Judge Ronald M. Sohigian,
Dept. 41]

FIRST AMENDED COMPLAINT

Complaint Filed: September 21, 2005
Trial Date: April 17, 2006

24 GENERAL ALLEGATIONS

25 1. Plaintiff, WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.
26 (hereinafter "WCCP") is a limited liability partnership organized and existing under the
27 laws of the State of California with its principal place of business in Tarzana, California.
28

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

APR 04 2006

John A. Clarke, Executive Officer/Clerk

By _____, Deputy

A E LA FLEUR-CLAYTON

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10 Associated Attorneys for Plaintiff
WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.
11

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT
14

15 WASSERMAN, COMDEN,
CASSELMAN & PEARSON, L.L.P.,
16 Plaintiff,

17 v.

18 LYDIA HARRIS; LIFESTYLE
RECORDS, INC.; NEW IMAGE MEDIA
19 CORP.; MARION H. KNIGHT, aka SUGE
KNIGHT; DEATH ROW RECORDS,
20 INC.; DEATH ROW RECORDS, L.L.C.;
THA ROW, INC.; DERMOT GIVENS;
21 KEVIN GILLIAM aka BATTLECAT;
AND DOES 1 through 100, Inclusive,
22 Defendants.
23

Case No. BC 340196

[Assigned to Judge Ronald M. Sohigian,
Dept. 41]

FIRST AMENDED COMPLAINT

Complaint Filed: September 21, 2005
Trial Date: April 17, 2006

24 GENERAL ALLEGATIONS

25 1. Plaintiff, WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.
26 (hereinafter "WCCP") is a limited liability partnership organized and existing under the
27 laws of the State of California with its principal place of business in Tarzana, California.
28

1 The law firm of Wasserman, Comden, Casselman & Pearson, L.L.P., changed its name
2 effective January 1, 2006. It is now known as Wasserman, Comden & Casselman, L.L.P.

3 2. Defendants LYDIA HARRIS (hereinafter "HARRIS"), MARION H.
4 KNIGHT, aka SUGE KNIGHT (hereinafter "KNIGHT"), DERMOT GIVENS (hereinafter
5 "GIVENS") and KEVIN GILLIAM aka BATTLECAT (hereinafter "GILLIAM") are
6 individuals who, at all material times resided in Los Angeles County, California.

7 3. Plaintiff is informed and believes and thereon alleges that the remaining
8 defendants, LIFESTYLE RECORDS, INC., NEW IMAGE MEDIA CORP., DEATH
9 ROW RECORDS, INC., DEATH ROW RECORDS, L.L.C., and THA ROW, INC. are
10 business entities who were or are authorized to transact business in the State of California.

11 4. Plaintiff is ignorant of the true names and capacities of defendants sued
12 herein as Does 1 through 100 and therefore sues these defendants by such fictitious names.
13 Plaintiff will amend this pleading to allege the true names and capacities of such Does
14 when ascertained. The conduct of Does 1 through 100 proximately caused damages to
15 plaintiff as alleged herein. DOES 1 through 25 are the alter egos of LYDIA HARRIS,
16 LIFESTYLE RECORDS, INC. and NEW IMAGE MEDIA CORP. (hereinafter "The
17 HARRIS Defendants"). DOES 26 through 50 are the alter egos of MARION H. KNIGHT,
18 aka SUGE KNIGHT and DEATH ROW RECORDS, INC. (hereinafter "The KNIGHT
19 Defendants"). DOES 51 through 75 are the alter egos of GILLIAM. Does 76-100 are the
20 persons and entities that knowingly interfered with plaintiffs contractual lien rights.

21 5. On or about January 25, 2002, plaintiff and defendant HARRIS entered into
22 a written Contingency Fee Agreement in Los Angeles County, California whereby plaintiff
23 agreed to represent HARRIS in connection with liability claims against MARION H.
24 KNIGHT, aka SUGE KNIGHT and his related entity DEATH ROW RECORDS, INC, and
25 in connection with liability claims against GILLIAM. A copy of that written retainer
26 agreement is attached as Exhibit F, and is incorporated herein by this reference.

27 6. Some of the material terms of the Contingency Fee Agreement include that
28 WCCP was authorized to incur reasonable costs and expenses in performing legal services

1 and that "[HARRIS] agrees to reimburse [WCCP] for such costs and expenses in addition
2 to the contingency fee. . ."

3 7. HARRIS discussed and agreed to a forty percent (40%) contingency fee and
4 acknowledged that the fee arrangement was fair and reasonable.

5 8. HARRIS specifically negotiated a contingency fee arrangement and agreed
6 to allow a lien upon any recovery for payment of attorneys' fees, "to secure payment to
7 Attorney of all sums due under this Agreement for services rendered or costs advanced,
8 Client hereby grants Attorney a lien on Client's claim and any cause of action or lawsuit
9 filed thereon, and to any recovery Client may obtain, whether by settlement, judgment or
10 otherwise."

11 9. Plaintiff has performed all conditions, covenants and promises of the
12 Agreement, and represented HARRIS vigorously and competently in her litigation against
13 the KNIGHT Defendants. On February 26, 2002, plaintiff prepared and filed a complaint
14 for damages on behalf of The HARRIS Defendants, Los Angeles Superior Court Case
15 Number BC268857.

16 10. Plaintiff prosecuted the HARRIS lawsuit from February 26, 2002, through
17 March 9, 2005 when the Court entered a money judgment in favor of HARRIS and her
18 related business entity NEW IMAGE MEDIA CORP. and against The KNIGHT
19 Defendants in the sum of \$107 million (\$45 million for economic damages, \$2 million for
20 non-economic damages and \$60 million for punitive damages). A copy of the Judgment is
21 attached hereto and incorporated herein by reference as Exhibit A. In addition, on March
22 26, 2004, the Court entered judgment in favor of HARRIS and her related business entity
23 NEW IMAGE MEDIA CORP. and against GILLIAM in the sum of \$760,000 plus interest
24 (attached as Exhibit C).

25 11. On or about May 19, 2005, HARRIS discharged plaintiff as her attorney. On
26 or about May 20, 2005, HARRIS filed a Substitution of Attorney with the Court indicating
27 that she was representing herself.

28

1 12. On May 19, 2005, plaintiff filed and served on defendants a Notice of
2 Attorney Lien equal to forty percent (40%) of any and all gross recovery, payments or
3 consideration of any kind or nature paid or transferred in satisfaction, in whole or in part,
4 of the Judgment against KNIGHT, et al., entered in LASC Case No. BC268857 (40% of
5 \$107 million, plus interest accruing at the rate of \$29,315.00 per day), plus costs expended
6 in the sum of \$213,890.27. (Exhibit C.) On September 9, 2005, plaintiff filed and served
7 on GILLIAM a Notice of Lien in the sum of \$304,000.00 plus interest. (Exhibit D.)

8 13. On June 17, 2005, HARRIS filed with the Court a "Notice of Settlement"
9 which represents that HARRIS and KNIGHT had agreed to a conditional settlement on
10 "specified terms that are not to be performed within 45 days of the settlement." The Notice
11 states that a Request for Dismissal will be filed no later than May 27, 2005 (40 days
12 earlier). By the terms of the "Notice of Settlement," the negotiations and settlement itself
13 occurred before a Substitution of Attorney was filed. None of the defendants notified
14 plaintiff of any such negotiations or settlement and the defendants have, affirmatively
15 concealed the fact of such negotiations and the settlement terms.

16 14. It was reported on August 29, 2005 in the Los Angeles Times that HARRIS
17 has received the sum of \$1.2 million as a result of the lawsuit. A "settlement" in the sum
18 of \$1 million is reported by counsel for KNIGHT in this action. Plaintiff has received no
19 compensation for professional services rendered.

20 15. Plaintiff has requested and defendants have refused to disclose the material
21 terms of the settlement or make any payment to the plaintiff. Plaintiff is informed and
22 believes and thereon alleges that HARRIS and The KNIGHT Defendants conspired to
23 conceal the true terms of any settlement agreement (if any), and the true sum(s) of any
24 payment(s) from plaintiff, and that the defendants willfully and intentionally executed one
25 or more settlement agreements, all in disregard of plaintiff's valid lien rights. Plaintiff is
26 informed and believes and thereon alleges that HARRIS and The KNIGHT Defendants
27 deliberately chose not to file a Partial Satisfaction of Judgment in order to conceal the
28 material terms of the settlement from plaintiff.

1 16. Plaintiff is informed, and thereon alleges, that HARRIS negotiated a secret
2 settlement agreement with the KNIGHT defendants that resulted in HARRIS being paid at
3 least \$1 million by the KNIGHT defendants. (HARRIS and the KNIGHT Defendants have
4 since disagreed on whether that payment effectuated a full or partial payment under their
5 settlement agreement, or whether a meeting of the minds occurred at all, so as to create a
6 binding settlement agreement. Both parties have admitted that the \$1 million was
7 transferred from the KNIGHT Defendants to HARRIS to satisfy, in full or in part, the
8 Judgment.) HARRIS claims, or has claimed, that she, through other counsel, Dermot
9 Damien Givens, negotiated a purported settlement with the KNIGHT Defendants that
10 would result in the KNIGHT Defendants paying her consideration including, among other
11 things, the greater of \$5.8 million paid to her annually on a specified date over five years,
12 or the income generated from certain specified songs or intellectual properties owned by
13 the KNIGHT Defendants.

14 17. On further information and belief, plaintiff alleges that HARRIS has
15 received other sums and assets from the KNIGHT Defendants, in partial satisfaction of the
16 Judgment, the value of which is subject to proof at trial but which is believed to total not
17 less than \$2 million. Accordingly, plaintiff claims damage against HARRIS in the sum of
18 40 percent of any gross recoveries she obtained, or may obtain in the future, from all or
19 any of the KNIGHT Defendants.

20 18. As a result of this, plaintiff has been damaged by HARRIS' failure and
21 refusal to pay for all or part the attorneys' fees called for in the Retainer Agreement,
22 including but not limited to payment of forty percent (40%) of any and all gross recovery,
23 payments or consideration of any kind paid to HARRIS to date. Other defendants have
24 similarly caused damage by failing and refusing to acknowledge plaintiff's lien rights, or
25 to actually pay or reserve any of the funds paid to HARRIS to satisfy the lien for attorneys'
26 services properly put into place by plaintiff.

27

28

FIRST CAUSE OF ACTION FOR BREACH OF CONTRACT
(Against Lydia Harris, Lifestyle Records, Inc., New Image Media Corp. and
Does 1 through 25, Inclusive)

19. Plaintiff incorporates by this reference all allegations and facts alleged in paragraphs 1 through 18, above.

20. On or about January 25, 2002, plaintiff and defendant HARRIS entered into a written Contingency Fee Agreement in Los Angeles County, California whereby plaintiff agreed to represent HARRIS in connection with liability claims against MARION H. KNIGHT, aka SUGE KNIGHT and his related entity DEATH ROW RECORDS, INC, and in connection with liability claims against GILLIAM. A copy of that written retainer agreement, attached as Exhibit F, is incorporated herein in full by this reference.

21. Some of the material terms of the Contingency Fee Agreement include that WCCP is authorized to incur reasonable costs and expenses in performing legal services and that "[HARRIS] agrees to reimburse [WCCP] for such costs and expenses in addition to the contingency fee. . ." The contingency fee negotiated by HARRIS was for forty percent (40%); HARRIS acknowledged that the fee arrangement is fair and reasonable.

22. The Contingency Fee Agreement negotiated by HARRIS further specifically included language granting plaintiff a lien upon any recovery, for payment of plaintiff's attorneys' fees, "to secure payment to Attorney of all sums due under this Agreement for services rendered or costs advanced, Client hereby grants Attorney a lien on Client's claim and any cause of action or lawsuit filed thereon, and to any recovery Client may obtain, whether by settlement, judgment or otherwise."

23. Plaintiff has performed all conditions, covenants and promises of the Agreement. On February 26, 2002, plaintiff prepared and filed a complaint for damages on behalf of The HARRIS Defendants, Los Angeles Superior Court Case Number BC268857.

24. Plaintiff prosecuted the HARRIS lawsuit from February 26, 2002 through March 9, 2005 when the Court entered a money judgment in favor of HARRIS and her

1 related business entity NEW IMAGE MEDIA CORP. and against The KNIGHT
2 Defendants in the sum of \$107 million (\$45 million for economic damages, \$2 million for
3 non-economic damages and \$60 million for punitive damages). A copy of the Judgment is
4 attached hereto and incorporated herein by reference as Exhibit A. In addition, on March
5 26, 2004, the Court entered judgment in favor of HARRIS and her related business entity
6 NEW IMAGE MEDIA CORP. and against GILLIAM in the sum of \$760,000 plus interest.
7 (Exhibit B.)

8 25. On or about May 19, 2005, HARRIS discharged plaintiff as her attorney. On
9 or about May 20, 2005, HARRIS filed a Substitution of Attorney with the Court indicating
10 that she was representing herself.

11 26. On May 19, 2005, plaintiff filed and served on defendants a Notice of
12 Attorney Lien equal to forty percent (40%) of any and all gross recovery, payments or
13 consideration of any kind or nature paid or transferred in satisfaction, in whole or in part,
14 of the Judgment against KNIGHT, et al., entered in LASC Case No. BC268857 (40% of
15 \$107 million plus interest accruing at the rate of \$29,315.00 per day) plus costs expended
16 in the sum of \$213,890.27. (Exhibit C.) On September 9, 2005, plaintiff filed and served
17 on GILLIAM a Notice of Lien in the sum of \$304,000.00 plus interest. (Exhibit D.)

18 27. On June 17, 2005, HARRIS filed with the Court a "Notice of Settlement"
19 which represents that HARRIS and KNIGHT had agreed to a conditional settlement on
20 "specified terms that are not to be performed within 45 days of the settlement." The
21 Notice states that a Request for Dismissal will be filed no later than May 27, 2005 (40 days
22 earlier). By the terms of the "Notice of Settlement," the negotiations and settlement itself
23 occurred before a Substitution of Attorney was filed. None of the defendants notified
24 plaintiff of any such negotiations or settlement and the defendants have, affirmatively
25 concealed the fact of such negotiations and the settlement terms.

26 28. The HARRIS Defendants have breached the material terms of the
27 Contingency Fee Agreement by, among other things, failing and refusing to pay plaintiff
28 for professional legal services rendered on her behalf.

1 29. As a result of HARRIS' breach of contract, plaintiff has been damaged by
2 HARRIS' failure and refusal to pay for all or part the attorneys' fees called for in the
3 Retainer Agreement, including but not limited to payment of forty percent (40%) of any
4 and all gross recovery, payments or consideration of any kind paid to HARRIS to date.

5 30. Plaintiff is informed, and thereon alleges, that its damages include, but are
6 not limited to, HARRIS's failure and refusal to pay anything at all to plaintiff out of the \$1
7 million secret purported settlement paid by or through the KNIGHT Defendants to
8 HARRIS in or about June 2005. Refusal to pay any sum at all to the plaintiff out of that \$1
9 million violates plaintiff's lien rights, and is a breach of HARRIS' Retainer Fee
10 Agreement with plaintiff. No other payments have been made by HARRIS to plaintiff
11 from any other payments or transfers made to HARRIS by or on behalf of the KNIGHT
12 Defendants (if any), in further violation of plaintiff's lien rights and in further breach of
13 HARRIS' Retainer Fee Agreement with plaintiff.

14 SECOND CAUSE OF ACTION

15 QUANTUM MERUIT

16 (Plaintiff vs. The HARRIS Defendants and DOES 1 Through 25, Inclusive)

17 31. Plaintiff incorporates herein by reference paragraphs 1 through 18 of this
18 First Amended Complaint as though fully set forth herein.

19 32. Within the past two years, plaintiff rendered legal services to The HARRIS
20 Defendants and incurred costs in connection with those legal services at the special request
21 of the HARRIS Defendants. The HARRIS Defendants promised to pay plaintiff for those
22 legal services and costs. Neither the HARRIS Defendants nor plaintiff reasonably
23 expected or believed that plaintiff would provide legal services, and prepay legal costs, on
24 behalf of the HARRIS Defendants for no compensation at all.

25 33. Upon plaintiff's information and belief, the reasonable value of the services
26 and unpaid costs incurred by plaintiff for the benefit of The HARRIS Defendants may
27 exceed \$10 million.

28

1 Plaintiff has repeatedly demanded from the HARRIS Defendants information
2 concerning any purported settlement with The KNIGHT Defendants, or the receipt
3 of payments from or on behalf of the KNIGHT Defendants. The HARRIS
4 Defendants have refused and continue to refuse to provide completely and accurately
5 any such information, or pay any sums for the reasonable value of professional
6 services rendered on behalf of HARRIS. THIRD CAUSE OF ACTION

7 FOR MONEY HAD AND RECEIVED

8 (Plaintiff vs. The HARRIS Defendants and DOES 1 Through 25, Inclusive)

9 35. Plaintiff incorporates herein by reference paragraphs 1 through 18 of this
10 First Amended Complaint as though fully set forth herein.

11 36. Plaintiff is informed and believes and thereon alleges that as a proximate
12 result of professional legal services performed by plaintiff on behalf of The HARRIS
13 Defendants, The HARRIS Defendants received payments or other consideration in full or
14 partial satisfaction of the \$107 million judgment against The KNIGHT Defendants.

15 37. In equity and in good conscience, forty percent (40%) of any recovery to
16 HARRIS should be paid to plaintiff.

17 38. The HARRIS Defendants have refused to pay anything to plaintiff for the
18 attorneys' fees it incurred, in good faith, on her behalf, and in reliance on HARRIS'
19 written promise to pay plaintiff forty (40) percent of any recovery she obtained against the
20 KNIGHT Defendants. One or more of The HARRIS Defendants received a sum of money
21 from or on behalf of the KNIGHT Defendants, in full or partial satisfaction of the
22 Judgment; upon information and belief, plaintiff contends that this sum was at least \$1
23 million. HARRIS, the KNIGHT Defendants, and Dermot Damien Givens concede that at
24 least \$1 million was paid by or on behalf of the KNIGHT Defendants to HARRIS, and that
25 no notice of that settlement or payment was given to plaintiff. No fees have been paid to
26 plaintiff from any other transfer of money or assets to or on behalf of the HARRIS
27 Defendants by or on behalf of the KNIGHT Defendants, with the actual knowledge and
28 assistance of their attorney, Dermot Damien Givens, in full or partial satisfaction of the

1 Judgment. The HARRIS Defendants have instead concealed the terms of any purported
2 settlement with the KNIGHT Defendants from plaintiff, or has hidden the fact of payments
3 made to or on behalf of the HARRIS Defendants from or on behalf of the KNIGHT
4 Defendants.

5
6 FOURTH CAUSE OF ACTION

7 FOR AN ACCOUNTING

8 (Plaintiff vs. All Defendants)

9 39. Plaintiff incorporates herein by reference paragraphs 1 through 18, and 36
10 through 38 of this First Amended Complaint as though fully set forth herein.

11 40. Plaintiff has demanded an accounting of any and all gross recovery,
12 payments or consideration of any kind or nature paid or transferred in satisfaction, in
13 whole or in part, of the Judgment entered in LASC Case No. BC268857. The defendants,
14 and each of them, have refused to provide any accounting of the consideration agreed to or
15 paid. Plaintiff therefore now requests that this court order a full and complete accounting
16 of all sums or assets received by or on behalf of any of The HARRIS Defendants, or any of
17 their agents or persons acting on their behalf, from or on behalf of any of the KNIGHT
18 Defendants, or from any other entity or source, in partial or full satisfaction of the
19 Judgment.

20
21 FIFTH CAUSE OF ACTION

22 INTERFERENCE WITH CONTRACT

23 (Plaintiff vs. The KNIGHT Defendants, THA ROW RECORDS, LLC,
24 THA ROW, INC., DERMOT GIVENS and DOES 26 Through 100, Inclusive)

25 41. Plaintiff incorporates herein by reference paragraphs 1 through 18 of this
26 First Amended Complaint as though fully set forth herein.

27 42. Defendants MARION H. KNIGHT, aka SUGE KNIGHT, DEATH ROW
28 RECORDS, INC., DEATH ROW RECORDS, LLC, THA ROW, INC., DERMOT

1 GIVENS, LYDIA HARRIS, LIFESTYLE RECORDS, INC., NEW IMAGE MEDIA
2 CORP. and DOES 26 through 100 were served with notice of plaintiffs lien on May 19,
3 2005. Defendant GILLIAM and DOES 70 through 80 were served with Notice of Lien on
4 the GILLIAM Judgment on September 9, 2005. The defendants, and each of them, by and
5 through their authorized representatives, had actual knowledge of plaintiffs valid contract
6 and lien.

7 43. Plaintiff is informed and believes and thereon alleges that the judgment
8 debtors (The KNIGHT Defendants) and their attorney, DERMOT GIVENS, conspired
9 with HARRIS to deprive plaintiff of its lien rights. Plaintiff is informed and believes and
10 thereon alleges that The KNIGHT Defendants, DERMOT GIVENS and Does 26 through
11 100 caused payments or other consideration to be made to HARRIS pursuant to the
12 judgment without notice to plaintiff and without satisfying any portion of plaintiffs valid
13 lien. The Knight defendants and GIVENS made it more difficult, expensive or
14 burdensome to collect fees and costs which were earned. The Knight defendants and
15 GIVENS either intended to prevent Harris from performing her contractual obligations to
16 plaintiff or knew that collection of fees and costs would be more expensive or burdensome
17 as a result of their conduct.

18 44. The KNIGHT Defendants, GIVENS and Does 26 through 100 intentionally
19 interfered with plaintiffs valid contractual and/or equitable lien in an amount equal to the
20 payment or other consideration which has passed or will pass between KNIGHT and
21 GILLIAM on the one hand and HARRIS on the other hand.

22 45. Plaintiff is informed and believes and thereon alleges that The KNIGHT
23 Defendants have provided payments or other consideration to HARRIS with a value in
24 excess of \$2 million. Accordingly, plaintiff alleges that, to date, said defendants'
25 intentional interference with plaintiff's contractual lien rights has caused damage to
26 plaintiff in a sum exceeding \$1,013,890.27, or forty (40) percent of any actual payments
27 made by or on behalf of the KNIGHT Defendants to the HARRIS Defendants, plus
28 interest.

SIXTH CAUSE OF ACTION

FOR ORDER GRANTING EQUITABLE ASSIGNMENT OF JUDGMENTS

(Plaintiff vs. The KNIGHT Defendants, GILLIAM, Lydia Harris, and

DOES 1 Through 25

and DOES 50 through 75, Inclusive)

46. Plaintiff incorporates herein by reference paragraphs 1 through 18 and 36 through 38 of this First Amended Complaint as though fully set forth herein.

47. HARRIS discharged plaintiff without cause after entry of judgment in the sum of \$107 million against The KNIGHT Defendants.

48. Plaintiff is informed and believes and thereon alleges that HARRIS discharged plaintiff for the primary purpose of concealing payments and violating plaintiffs contractual right to collect a contingency fee based upon any recovery in the underlying lawsuit, as well as in violation of its rights as set forth in the May 19, 2005 Notice of Lien, as well as violating plaintiffs rights to a contingent fee from any recovery against GILLIAM.

49. Plaintiffs contract with HARRIS created a lien upon the recovery whether by settlement or judgment. By reason of the professional services rendered, plaintiff is an equitable assignee of the judgments or settlements to the extent of fees and costs which are due plaintiff for services. [*Siciliano v. Fireman's Fund Ins. Co.* (1976) 62 Cal.App.3d 745.]

50. Plaintiff is informed and believes and thereon alleges that it is entitled to an equitable assignment of forty (40) percent of the judgments against The KNIGHT Defendants and GILLIAM, and/or forty (40) percent of any settlement or other recoveries obtained by or on behalf of the HARRIS Defendants from or on behalf of the KNIGHT Defendants.

SEVENTH CAUSE OF ACTION FOR DECLARATORY RELIEF

(Plaintiff vs. All Defendants)

51. Plaintiff incorporates herein by reference paragraphs 1 through 18 and 36 through 38 of this First Amended Complaint as though fully set forth herein.

52. Plaintiff alleges that it has a valid lien on any and all recovery, payments, or consideration of any kind or nature paid in satisfaction of the judgment against The KNIGHT Defendants for forty percent (40%) of \$107 million plus interest at the rate of \$29,315.00 per day plus costs expended in the sum of \$213,890.27. Plaintiff alleges that it has a valid lien on any and all recovery, payments, or consideration of any kind or nature paid in satisfaction of the judgment against GILLIAM for forty percent (40%) of \$760,000.00 plus interest at the rate of \$208.22 per day plus costs as aforementioned.

Plaintiff is informed and believes and thereon alleges that defendants contend that they had or have the right to disregard plaintiffs lien and that KNIGHT and/or GILLIAM can make payments in partial or total satisfaction of the judgment without paying anything to plaintiff. Plaintiff contends to the contrary.

53. Plaintiff contends that any settlement agreement between The KNIGHT Defendants and HARRIS and/or any settlement between GILLIAM and HARRIS is void to the extent that it purports to release, extinguish, impair or modify plaintiffs vested rights to recover forty percent (40%) of the judgment plus costs as reflected in the attorney liens served on May 19, 2005 and September 9, 2005.

54. Plaintiff is informed and believes and thereon alleges that defendants contend that they have or had the right to disregard, impair, release, diminish or extinguish the lien rights of plaintiff.

55. Plaintiff contends that any agreement between the defendants that was made without the consent of plaintiff is a nullity as to plaintiff because any such agreement was a fraud upon plaintiff, was made with unclean hands and without any consideration to plaintiffs vested interests. Plaintiff is informed and believes and thereon alleges that defendants contend to the contrary.

1 56. Plaintiff requests a judicial declaration that plaintiff may recover judgment
2 against The KNIGHT Defendants and its related entities and alter egos in the sum of forty
3 percent (40%) of \$107 million plus interest at the rate of \$27,315.00 per day from March
4 9, 2005. Plaintiff also requests a judicial declaration that plaintiff may recover judgment
5 against GILLIAM in the sum of forty percent (40%) of \$760,000 plus interest at the rate of
6 \$208.22 per day from February 5, 2004.

7 WHEREFORE, plaintiff prays for judgment as follows:

8 1. For special damages in the sum of \$42,800,000.00 plus interest jointly and
9 severally against The HARRIS Defendants, The KNIGHT Defendants and DERMOT
10 GIVENS, or according to proof;

11 2. For special damages in the sum of \$304,000.00 plus interest from GILLIAM,
12 or according to proof, and

13 3. For a judgment assigning to plaintiff forty percent (40%) of the March 9,
14 2005 judgment against MARION H. KNIGHT and DEATH ROW RECORDS, INC.,
15 and/or;

16 4. For a judgment assigning to plaintiff forty percent (40%) of the March 26,
17 2004 judgment against GILLIAM. Further, plaintiff requests:

18 5. A judicial declaration that any agreement by and between the defendants
19 which purports to affect the rights of the plaintiff is void;

20 6. The imposition of a constructive trust upon any proceeds paid to The
21 HARRIS Defendants in satisfaction of the judgments;

22 7. An accounting, requiring the defendants to disclose to plaintiff the exact
23 arms of any and all settlement agreements reached between the defendants and any
24 consideration paid in satisfaction of the judgment;

25 8. A temporary restraining order, preliminary injunction and/or permanent
26 injunction freezing and/or attaching the assets of the defendants up to plaintiffs interest in
27 the underlying judgments;

28 9. Its costs of suit;

1 10. Prejudgment interest, as provided by law; and

2 11. Such further relief which is just and proper.

3 Dated: April 3, 2006

HAIGHT BROWN & BONESTEEL LLP;
WASSERMAN, COMDEN &
CASSELMAN, L.L.P.

6 By: 

Peter O. Ezzell
Nancy E. Lucas
Stephen M. Caine;
David B. Casselman
Leonard J. Comden
Attorneys for Plaintiff WASSERMAN,
COMDEN, CASSELMAN &
PEARSON, L.L.P.

LIST OF EXHIBITS

- 1
- 2
- 3 A. Judgment in favor of HARRIS and NEW IMAGE MEDIA CORP. and
- 4 against MARION H. KNIGHT, aka SUGE KNIGHT and DEATH ROW
- 5 RECORDS, INC.
- 6
- 7 B. March 26, 2004, Court judgment in favor of HARRIS and her related
- 8 business entity NEW IMAGE MEDIA CORP. and against GILLIAM in the
- 9 sum of \$760,000 plus interest.
- 10
- 11 C. May 19, 2005 Notice of Attorney Lien equal to forty percent (40%) of any
- 12 and all gross recovery, payments or consideration of any kind or nature paid
- 13 or transferred in satisfaction, in whole or in part, of the Judgment against
- 14 KNIGHT, et al. entered in LASC Case No. BC268857 (40% of \$107 million
- 15 plus interest accruing at the rate of \$29,315.00 per day) plus costs expended
- 16 in the sum of \$213,890.27.
- 17
- 18 D. September 9, 2005 Notice of Attorney Lien filed September 9, 2005 in the
- 19 sum of \$304,000.00, plus interest.
- 20
- 21 E. Notice of Settlement, filed June 17, 2005.
- 22
- 23 F. Contingency Fee Agreement.
- 24
- 25
- 26
- 27
- 28

PROOF OF SERVICE BY MAIL

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

ss.:

WASSERMAN v. LYDIA HARRIS; LIFESTYLE RECORDS
BC 340196

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 6080 Center Drive, Suite 800, Los Angeles, CA 90045-1574.

On April 3, 2006, I served on interested parties in said action the within:

FIRST AMENDED COMPLAINT

☒ (MAIL) by placing a true copy thereof in sealed envelope(s) addressed as stated on the attached service list.

I am readily familiar with this firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California, in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

Executed on April 3, 2006, at Los Angeles, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Theresa Welsch

(Type or print name)

(Signature)

MAILING LIST
WASSERMAN v. LYDIA HARRIS; LIFESTYLE RECORDS
BC 340196

David B. Casselman
Wasserman Comden, Casselman & Pearson
5567 Reseda Blvd., #330
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Gary S. Soter
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Tel: 818-788-8300
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Kevin Gilliam
1502 South Alpine Dr.
West Covina, CA 91791

[Pro Per]

PROOF OF SERVICE BY OVERNIGHT DELIVERY

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

ss.:

WASSERMAN v. LYDIA HARRIS; LIFESTYLE RECORDS
BC 340196

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On April 3, 2006, I served on interested parties in said action the within:

FIRST AMENDED COMPLAINT

I deposited in a box or other facility regularly maintained by Federal Express, an express service carrier, or delivered to a courier or driver authorized by said express service carrier to receive documents, a true copy of the foregoing document in sealed envelopes or packages designated by the express service carrier, addressed as stated on the attached service list, with fees for overnight delivery paid or provided for.

Executed on April 3, 2006, at Los Angeles, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Theresa Welsch

(Type or print name)

(Signature)

MAILING LIST
WASSERMAN v. LYDIA HARRIS; LIFESTYLE RECORDS
BC 340196

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4 1546 Calmar Court
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Xerxers@aol.com

7 Debra V. Crawford
8 P.O. Box 373, SW Mission & 4th, #5
Carmel, CA 93921-0373

9 Tel: 831-624-2422
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11 Laurence D. Strick
12 Law Office of Laurence D. Strick
13 339 N. Sycamore Ave., # 2
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Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 25
of 61

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FILED

APR 14 2005

JOHN A. CLARKE, CLERK
BY ELIZABETH MARTINEZ, DEPUTY

Attorneys for Plaintiffs
LYDIA HARRIS and NEW IMAGE MEDIA
CORPORATION

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

LYDIA HARRIS, LIFESTYLE
RECORDS, INC., AND NEW IMAGE
MEDIA CORP.,

CASE NO. BC 268857

Plaintiffs,

Case Assigned to:
Judge Ronald M. Sohigian - Dept. 41

v.

[Complaint Filed: February 26, 2002]

KEVIN GILLIAM AKA BATTLECAT;
MARION H. KNIGHT AKA SUGE
KNIGHT; DEATH ROW RECORDS;
THA ROW, INC.; DAVID E. KENNER;
DAVID E. KENNER PROFESSIONAL
LAW CORPORATION; DAVID E.
KENNER, A PROFESSIONAL
CORPORATION; THE DAVID E.
KENNER TRUST; INTERSCOPE
RECORDS; JIMMY IOVINE; JOHN T.
MCCLAIN, JR.; A&M RECORDS; ET
AL.,

NOTICE OF ENTRY OF JUDGMENT

Defendants.

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that pursuant to the Judgment dated March 9, 2005 (a true and correct copy of which is attached hereto as Exhibit A), judgment was entered in the sum of \$107,000,000.00, together with interest thereon at the rate of ten (10) percent per year from March 9, 2005, in favor of LYDIA HARRIS and NEW IMAGE MEDIA CORP. and against

1 MARION H. KNIGHT, aka SUGE KNIGHT and DEATH ROW RECORDS.
2

3 DATED: April 13, 2005
4

WASSERMAN, COMDEN, CASSELMAN &
PEARSON L.L.P.

By: 
5

I. DONALD WEISSMAN
6

Attorneys for Plaintiffs
7

LYDIA HARRIS and NEW IMAGE MEDIA
CORPORATION
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P.O. BOX 7033
TARZANA, CALIFORNIA 91377-7033

1 MARION H. KNIGHT, aka SUGE KNIGHT and DEATH ROW RECORDS.
2

3 DATED: April 13, 2005
4

WASSERMAN, COMDEN, CASSELMAN &
PEARSON L.L.P.

5
6 By: 

I. DONALD WEISSMAN

Attorneys for Plaintiffs

7 LYDIA HARRIS and NEW IMAGE MEDIA
8 CORPORATION
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FILED

APR 14 2005

JOHN A. CLARKE, CLERK

BY ELIZABETH MARTINEZ, DEPUTY

Attorneys for Plaintiffs
LYDIA HARRIS and NEW IMAGE MEDIA
CORPORATION

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

LYDIA HARRIS, LIFESTYLE
RECORDS, INC., AND NEW IMAGE
MEDIA CORP.,

Plaintiffs,

v.

KEVIN GILLIAM AKA BATTLECAT;
MARION H. KNIGHT AKA SUGE
KNIGHT; DEATH ROW RECORDS;
THA ROW, INC.; DAVID E. KENNER;
DAVID E. KENNER PROFESSIONAL
LAW CORPORATION; DAVID E.
KENNER, A PROFESSIONAL
CORPORATION; THE DAVID E.
KENNER TRUST; INTERSCOPE
RECORDS; JIMMY IOVINE; JOHN T.
MCCLAIN, JR.; A&M RECORDS; ET
AL.,

Defendants.

CASE NO. BC 268857

Case Assigned to:
Judge Ronald M. Sohigian - Dept. 41

[Complaint Filed: February 26, 2002]

NOTICE OF ENTRY OF JUDGMENT

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that pursuant to the Judgment dated March 9, 2005 (a true
and correct copy of which is attached hereto as Exhibit A), judgment was entered in the sum of
\$107,000,000.00, together with interest thereon at the rate of ten (10) percent per year from
March 9, 2005, in favor of LYDIA HARRIS and NEW IMAGE MEDIA CORP. and against

WASSERMAN, COMDEN, CASSELMAN & PEARSON LLP
5567 RESEDA BOULEVARD, SUITE 330
P.O. BOX 7033
TARZANA, CALIFORNIA 91357-7033

NOTICE OF ENTRY OF JUDGMENT

400205.1

ORIGINAL FILED

MAR 09 2005

LOS ANGELES
SUPERIOR COURT

DAVID B. CASSELMAN (SBN 81657)
L DONALD WEISSMAN (SBN 67980)
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Attorneys for Plaintiffs
LYDIA HARRIS and NEW IMAGE MEDIA
CORPORATION

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

LYDIA HARRIS, LIFESTYLE
RECORDS, INC., AND NEW IMAGE
MEDIA CORP.,

Plaintiffs,

v.

KEVIN GILLIAM AKA BATTLECAT;
MARION H. KNIGHT AKA SUGE
KNIGHT; DEATH ROW RECORDS;
THA ROW, INC.; DAVID E. KENNER;
DAVID E. KENNER PROFESSIONAL
LAW CORPORATION; DAVID E.
KENNER, A PROFESSIONAL
CORPORATION; THE DAVID E.
KENNER TRUST; INTERSCOPE
RECORDS; JIMMY IOVINE; JOHN T.
MCCLAIN, JR.; A&M RECORDS; ET
AL.,

Defendants.

CASE NO. BC 268857

Case Assigned to:
Judge Ronald M. Sohigian - Dept. 41

[Complaint Filed: February 26, 2002]

JUDGMENT

Upon the Order striking the Answer of MARION H. KNIGHT, aka SUGE KNIGHT, AND
DEATH ROW RECORDS, INC., aka ~~DEATH ROW RECORDS LLC~~, and ~~THA ROW, INC.~~,
to Plaintiffs' Complaint and entering default thereon, consideration of the Plaintiffs' Application
for Default Prove-up Damages and the supporting declarations of Lydia Harris, LDonald
Weissman, Michael Harris and Phil Ames, and good cause appearing therefor,

JUDGMENT

WASSERMAN, COMDEN, CASSELMAN & PEARSON L.L.P.
5567 REBEDA BOULEVARD, SUITE 330
P.O. BOX 7033
TARZANA, CALIFORNIA 91357-7033

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23
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28

1 IT IS HEREBY ADJUDGED that judgment is entered in favor of plaintiffs, LYDIA
2 HARRIS and NEW IMAGE MEDIA CORP., and against defendants, MARION H. KNIGHT
3 aka SUGE KNIGHT ^{AND} ~~DEATH ROW RECORDS, INC., ~~DEATH ROW RECORDS L.L.C.,~~~~
4 ~~and ~~THE ROW RECORDS, INC.~~~~, in the sum of \$ 45,000,000 for economic damages,
5 \$ 2,000,000 for non-economic damages, \$ 60,000,000 for punitive damages.

6
7 Further, PLAINTIFFS to recover costs pursuant to a memorandum of costs to be filed
8 pursuant to the statute IN THE AMOUNT OF \$ _____.

9
10 Dated: MAR 09 2005

11 RONALD M. SOHIGIAN
12 JUDGE OF THE LOS ANGELES SUPERIOR COURT

PROOF OF SERVICE
Harris et al. v. Gilliam et al.
BC268857

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the County of LOS ANGELES, STATE OF CALIFORNIA. My business address is: 5567 Reseda Boulevard, Suite 330, Post Office Box 7033, Tarzana, California 91357-7033. I am over the age of 18 years and am not a party to this action.

On April 13, 2005, I served the following document(s) entitled NOTICE OF ENTRY OF JUDGMENT on ALL INTERESTED PARTIES in this action:

Dermot Damian Givens, Esq.
433 N. Camden Dr., Ste. 600
Beverly Hills, CA 90210

Attorney for defendant MARION H.
KNIGHT, DEATH ROW RECORDS
and THA ROW, INC.

☒ BY MAIL: By placing a true copy thereof in a sealed envelope addressed as above, and placing it for collection and mailing following ordinary business practices. I am readily familiar with the firm's practice of collection and processing correspondence, pleadings, and other matters for mailing with the United States Postal Service. The correspondence, pleadings and other matters are deposited with the United States Postal Service with postage thereon fully prepaid in Tarzana, California, on the same day in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ BY OVERNIGHT COURIER: I caused the above-referenced document(s) to be delivered to _____ for delivery to the above address(es).

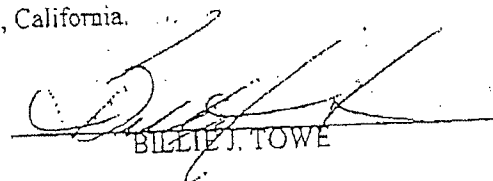
☐ BY FAX: I transmitted a copy of the foregoing document(s) this date via telecopier to the facsimile numbers shown above.

☐ BY PERSONAL SERVICE: I served such envelope to be delivered by hand to the offices of the addressee(s).

☒ [State] I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

☐ [Federal] I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on April 13, 2005, at Tarzana, California.


BILLIE J. TOWE

NOTICE OF ENTRY OF JUDGMENT

400205.1

WASSERMAN, CAMDEN, CASSELLMAN & PEARSON L.L.P.
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TARZANA, CALIFORNIA 91357-7033

COPY

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FILED

MAR 26 2004

JOHN A. CLARKE, CLERK

BY R. McGLOTHLIN, DEPUTY

Attorneys for Plaintiffs
LYDIA HARRIS and NEW IMAGE MEDIA
CORPORATION

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

LYDIA HARRIS, LIFESTYLE
RECORDS, INC., AND NEW IMAGE
MEDIA CORP.,

Plaintiffs,

v.

KEVIN GILLIAM AKA BATTLECAT;
MARION H. KNIGHT AKA SUGE
KNIGHT; DEATH ROW RECORDS;
THA ROW, INC.; DAVID E. KENNER;
DAVID E. KENNER PROFESSIONAL
LAW CORPORATION; DAVID E.
KENNER, A PROFESSIONAL
CORPORATION; THE DAVID E.
KENNER TRUST; INTERSCOPE
RECORDS; JIMMY IOVINE; JOHN T.
MCCLAIN, JR.; A&M RECORDS; ET
AL.,

Defendants.

CASE NO. BC 268857

Case Assigned to:
Judge David A. Workman - Dept. 40

[Complaint Filed: February 26, 2002]

ORDER CONFIRMING
ARBITRATION AWARD AND
JUDGMENT

ORDER

The petition of LYDIA HARRIS and NEW IMAGE MEDIA CORP. for an order
confirming an arbitration award came on regularly on February 5, 2004, at 8:30 a.m., in
Department 40 for hearing by the court.

1 Petitioners LYDIA HARRIS and NEW IMAGE MEDIA CORP. appeared by their
2 attorney of record, LDONALD WEISSMAN, ESQ. of Wasserman, Comden, Casselman &
3 Pearson, L.L.P. Respondent KEVIN GILLIAM aka BATTLECAT, through his counsel of
4 record filed a Notice of Non-Opposition to Plaintiffs' Petition to Conform.

5
6 Proof having been made to the satisfaction of the court that the petition should be
7 granted, IT IS ORDERED that the award of Hon. William S. Schoettler (Retired) dated
8 December 24, 2003, is confirmed in all respects and that judgment be entered in conformity
9 therewith.

10
11 DATED: March 26, 2004 By: David A. Workman
12 Judge of the Superior Court
13 DAVID A. WORKMAN

14 JUDGMENT

15 The award of Hon. William S. Schoettler (Retired) having been confirmed by order of this
16 court on February 5, 2004, IT IS ADJUDGED that petitioner NEW IMAGE MEDIA CORP.,
17 recover from respondent KEVIN GILLIAM aka BATTLECAT the sum of \$760,000.00, together
18 with interest thereon at the rate of ten (10) percent per year from February 5, 2004, and costs of
19 this proceeding in the sum of \$ _____
20

21
22 DATED: March 26, 2004 By: David A. Workman
23 Judge of the Superior Court
24 DAVID A. WORKMAN
25
26
27
28

PROOF OF SERVICE
Harris et al. v. Gilliam et al.
BC268857

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the County of LOS ANGELES, STATE OF CALIFORNIA. My business address is: 5567 Reseda Boulevard, Suite 330, Post Office Box 7033, Tarzana, California 91357-7033. I am over the age of 18 years and am not a party to this action.

On March 9, 2004 I served the following document(s) entitled ORDER CONFIRMING ARBITRATION AWARD AND JUDGMENT on ALL INTERESTED PARTIES in this action:

Hayes F. Michel, Esq.
PROSKAUER ROSE LLP
2049 Century Park East, Suite 3200
Los Angeles, California 90067-3206
Tel.: (310) 557-2900
Fax: (310) 557-2193

Counsel for Kevin Gilliam, p/k/a
Battlecat

☒ BY MAIL: By placing a true copy thereof in a sealed envelope addressed as above, and placing it for collection and mailing following ordinary business practices. I am readily familiar with the firm's practice of collection and processing correspondence, pleadings, and other matters for mailing with the United States Postal Service. The correspondence, pleadings and other matters are deposited with the United States Postal Service with postage thereon fully prepaid in Tarzana, California, on the same day in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ BY OVERNIGHT COURIER: I caused the above-referenced document(s) to be delivered to _____ for delivery to the above address(es).

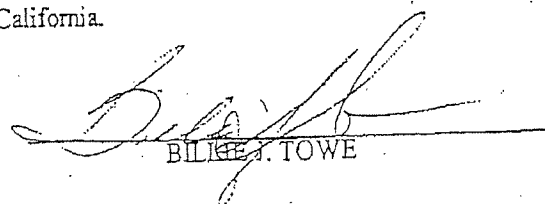
☐ BY FAX: I transmitted a copy of the foregoing document(s) this date via telecopier to the facsimile numbers shown above.

☐ BY PERSONAL SERVICE: I served such envelope to be delivered by hand to the offices of the addressee(s).

☒ [State] I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

☐ [Federal] I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on March 9, 2004, at Tarzana, California.


BLAKE J. TOWE

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 37
of 61

WASSERMAN, COMDEN, CASSELMAN & PEARSON L.L.P.
5567 RESEDA BOULEVARD, SUITE 330
P.O. BOX 7033
TARZANA, CALIFORNIA 91357-7033

1 DAVID B. CASSELMAN (SBN 81657)
2 I.DONALD WEISSMAN (SBN 67980)
3 HOWARD S. BLUM (SBN 60609)
4 WASSERMAN, COMDEN, CASSELMAN & PEARSON
5 5567 Reseda Boulevard, Suite 330
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7 Facsimile: (818) 705-8147
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CONFIRMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court
MAY 19 2005
John A. Clarke, Executive Officer/Clerk
By R. Arraiza Deputy
R. Arraiza

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

LYDIA HARRIS, LIFESTYLE
RECORDS, INC., AND NEW IMAGE
MEDIA CORP.,

Plaintiffs,

v.

KEVIN GILLIAM AKA BATTLECAT;
MARION H. KNIGHT AKA SUGE
KNIGHT; DEATH ROW RECORDS;
THA ROW, INC.; DAVID E. KENNER;
DAVID E. KENNER PROFESSIONAL
LAW CORPORATION; DAVID E.
KENNER, A PROFESSIONAL
CORPORATION; THE DAVID E.
KENNER TRUST; INTERSCOPE
RECORDS; JIMMY IOVINE; JOHN T.
MCCLAIN, JR.; A&M RECORDS; ET
AL.,

Defendants.

CASE NO. BC 268857

Case Assigned to:
Judge Ronald M. Sohigian - Dept. 41

[Complaint Filed: February 26, 2002]

NOTICE OF ATTORNEY LIEN

TO: JUDGMENT CREDITORS LYDIA HARRIS AND NEW IMAGE MEDIA CORP.;
JUDGMENT DEBTORS MARION H. KNIGHT AKA SUGE KNIGHT and DEATH ROW
RECORDS, INC.; DERMOT DAMIAN GIVENS AND ALL INTERESTED PARTIES:

PLEASE TAKE NOTICE that the law firm of Wasserman, Comden Casselman &
Pearson L.L.P. (hereinafter the "Firm"), hereby gives notice of its lien equal to forty percent

WASSERMAN, COMDEN, CASSELMAN & PEARSON L.L.P.
5567 RESEDA BOULEVARD, SUITE 330
P.O. BOX 7033
YARIZANA, CALIFORNIA 91357-7033

(40%) of any and all gross recovery, payments, or consideration of any kind or nature paid or transferred in satisfaction, in whole or in part, of the judgment entered in the above-referenced action in the principal sum of \$107,000,000.00, plus interest accruing at the rate of \$29,315.00 per day. Said percentage is to be applied after priority payment to the Firm of costs expended in the sum of \$213,890.27

PLEASE TAKE FURTHER NOTICE that Wasserman, Comden, Casselman & Pearson L.L.P. must be named as a co-payee on any instrument or WRITING satisfying, in whole or in part, said judgment. Failure to include Wasserman, Comden, Casselman & Pearson L.L.P. as a co-payee will subject the payor to liability for duplicate payment of the sums transferred.

PLEASE TAKE FURTHER NOTICE that the judgment creditors must notify any transferee or assignee of the judgment, or anyone claiming an interest in said judgment, of the content and existence of this lien.

DATED: May 18, 2005

WASSERMAN, COMDEN, CASSELMAN &
PEARSON L.L.P.

By: 

DAVID B. CASSELMAN
Attorneys for Plaintiffs
LYDIA HARRIS and NEW IMAGE MEDIA
CORPORATION

PROOF OF SERVICE
Lydia Harris v. Kevin Gilliam, et al.
(LASC Case No. BC 268857)

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the County of LOS ANGELES, STATE OF CALIFORNIA. My business address is: 5567 Reseda Boulevard, Suite 330, Post Office Box 7033, Tarzana, California 91357-7033. I am over the age of 18 years and am not a party to this action

On May 19, 2005, I served the following document(s) entitled NOTICE OF ATTORNEY LIEN on ALL INTERESTED PARTIES in this action:

SEE ATTACHED LIST

☒ BY MAIL: By placing a true copy in a sealed envelope addressed as above, and placing it in the collection of the following ordinary business practices. I am readily familiar with the practice of collection and processing of correspondence matters for mailing with the United States Postal Service. All pleadings and other matters are deposited with the United States Postal Service with postage thereon fully prepaid in Tarzana, California, on the same day in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than five days after date of deposit for mailing in affidavit.

☐ BY OVERNIGHT: I caused the above-referenced document(s) to be delivered to _____ for delivery to the above address(es).

☐ BY FAX: I caused a copy of the foregoing document(s) this date via telecopier to the facsimile numbers shown above.

☐ BY PERSONAL SERVICE: I served such envelope to be delivered by hand to the offices of the addressee(s).

☒ [State] I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

☐ I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

May 19, 2005, at Tarzana, California.


Leshe Adler

SERVICE LIST

Lydia Harris v. Kevin Gilliam, et al.
(LASC Case No. BC226857)

WASSELMAN, COMDEN, CASSELMAN & PEARSON LLP.
5567 NESEA BOULEVARD, SUITE 330
P.O. BOX 7033
TARZANA, CALIFORNIA 91357-7033

Lydia Harris
3910 Daphne Street
Houston, TX 77021

New Image Media Corp.
c/o Lydia Harris
3910 Daphne Street
Houston, TX 77021

Hayes F. Michel, Esq.
PROSKAUER ROSE LLP
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Los Angeles, California 90067-3206
Tel.: (310) 557-2900
Fax: (310) 557-2193
Counsel for Kevin Gilliam, p/k/a Battlecat

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Fax: (310) 385-0710

Bart H. Williams, Esq.
Megan M. LaBelle, Esq.
MUNGER, TOLLES & OLSON, L.L.P.
355 South Grand Avenue, 35th Floor
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Tel: (213) 683-9295
Fax: (213) 687-3702
*Counsel for Interscope Records, Jimmy Iovine,
John A. McClain, III, Aftermath Records and
Andre Young*

*Counsel for Sony Music Entertainment, Inc.,
Relativity Entertainment, Inc. fka Relativity
Records, Inc., Loud Records, LLC and
Loud Records, Inc.*

Neil C. Erickson, Esq.
Katherine J. Kuneberger, Esq.
JEFFER, MANGELS, BUTLER &
MARMARO LLP
1900 Avenue of the Stars, Seventh Floor
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Fax: (310) 203-0567
*Counsel for Marion H. Knight aka Suge Knight;
Death Row Records; Tha Row Records*

Joseph Golden, Esq.
Law Offices of Joseph Golden
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Los Angeles, CA 90067-4100
Tel.: (310) 772-2260
Fax: (310) 772-2299
*Counsel for TWT Records LLC and TWT Music,
Inc.*

Death Row Records
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P.O. Box 3037
Beverly Hills, CA 90212

George L. Mallory, Jr., Esq.
MALLORY & ASSOCIATES
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Tha Row
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Beverly Hills, CA 90212

Marion H. Knight
aka Suge Knight
c/o Death Row Records
8200 Wilshire Boulevard
P.O. Box 3037
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Joseph A. Davis, Esq.
DAVIS AND WINSTON
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Los Angeles, CA 900035
Tel: (310) 277-4662
Counsel for Bad Boy Entertainment, Inc.

Suge Publishing
c/o Death Row Records
8200 Wilshire Boulevard
P.O. Box 3037
Beverly Hills, CA 90212

WASSERMAN, COMDEN, CASSELMAN & PEARSON L.L.P.
5567 RESEDA BOULEVARD, SUITE 330
P.O. BOX 7033
TARZANA, CALIFORNIA 91357-7033

1 Peter J. Anderson, Esq.
2 LAW OFFICES OF PETER J. ANDERSON
3 100 Wilshire Boulevard, Suite #2010
4 Santa Monica, California 90401
5 Tel: (310) 260-6030
6 Fax: (310) 260-6040
7 Counsel for Zomba Recording Corp.

8 Daniel J. Aaron, Esq.
9 DANIEL J. AARON, P.C.
10 11 Madison Avenue, 12th Floor
11 New York, New York 10010
12 Tel: (212) 684-4466
13 Fax: (212) 684-5566
14 Co-Counsel for Koch Entertainment
15 Distribution

16 Dermot Damian Givens, Esq.
17 433 North Camden Drive, #600
18 Beverly Hills, CA 90210

James H. Turken, Esq.
Sharon A. Urias, Esq.
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Fax: (213) 576-8080
Counsel for Priority Records, LLC

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Fax: (310) 712-8108
Co-Counsel for Koch Entertainment
Distribution

WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.
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TARZANA, CALIFORNIA 91357-7033

1 DAVID B. CASSELMAN (Bar No. 81657)
I. DONALD WEISSMAN (Bar No. 67980)
2 HOWARD S. BLUM (Bar No. 60603)
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3 5567 Reseda Boulevard, Suite 330
Post Office Box 7033
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Telephone: (818) 705-6800 • (323) 872-0995
5 Facsimile: (818) 345-0162
6 Former Attorneys for Plaintiffs LYDIA
HARRIS and NEW IMAGE MEDIA
7 CORPORATION

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF LOS ANGELES, CENTRAL DISTRICT
11

12 LYDIA HARRIS, LIFESTYLE
RECORDS, INC., AND NEW IMAGE
13 MEDIA CORP.,

14 Plaintiffs,

15 vs.

16 KEVIN GILLIAM AKA BATTLECAT;
MARION H. KNIGHT AKA SUGE
17 KNIGHT; DEATH ROW RECORDS;
THA ROW, INC.; DAVID E. KENNER;
18 DAVID E. KENNER PROFESSIONAL
LAW CORPORATION; DAVID E.
19 KENNER, A PROFESSIONAL
CORPORATION; THE DAVID E.
20 KENNER TRUST; INTERSCOPE
RECORDS; JIMMY IOVINE; JOHN T.
21 MCCLAIN, JR.; A&M RECORDS; ET
AL.,

22 Defendants.
23
24

CASE NO. BC268857

NOTICE OF ATTORNEY LIEN

Assigned to the Honorable Ronald M.
Sohigian (Dept. 41)

[Complaint Filed: February 26, 2002]

25 TO JUDGMENT CREDITORS KEVIN GILLIAM aka BATTLECAT, THEIR
26 COUNSEL OF RECORD PROSKAUER ROSE LLP AND ALL INTERESTED
27 PARTIES:
28

WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.
5567 RESEDA BOULEVARD, SUITE 330
POST OFFICE BOX 7033
TARZANA, CALIFORNIA 91357-7033

1 PLEASE TAKE NOTICE that the law firm of Wasserman, Comden, Cassleman &
2 Pearson, L.L.P. (hereinafter the "Firm"), hereby gives notice of its lien equal to forty
3 percent (40%) of any and all gross recovery, payments, or consideration of any kind or
4 nature paid or transferred in satisfaction, in whole or in part, of the judgment entered in the
5 above-referenced action in the principal sum of \$760,000.00 together with interest thereon
6 at the rate of ten percent (10%) per year from February 5, 2004.

7
8 PLEASE TAKE FURTHER NOTICE that Wasserman, Comden, Cassleman &
9 Pearson, L.L.P. must be named as co-payee on any instrument or WRITING satisfying, in
10 whole or in part, said judgment. Failure to include Wasserman, Comden, Cassleman &
11 Pearson, L.L.P. as co-payee will subject the payor to liability for duplicate payment of the
12 sums transferred.

13
14 PLEASE TAKE FURTHER NOTICE that the judgment creditors must notify any
15 transferee or assignee of the judgment, or anyone claiming an interest in said judgment, of
16 the content and existence of this lien.

17
18 DATED: September 9, 2005

WASSERMAN, COMDEN, CASSELMAN &
PEARSON, L.L.P.
DAVID B. CASSELMAN
IDONALD WEISSMAN
HOWARD S. BLUM

19
20
21
22 By: Howard Blum

HOWARD S. BLUM
Former Attorneys for Plaintiffs LYDIA HARRIS
and NEW IMAGE MEDIA CORPORATION

PROOF OF SERVICE

HARRIS V. GILLIAM

Case No. BC268857

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of LOS ANGELES, STATE OF CALIFORNIA. My business address is 5567 Reseda Boulevard, Suite 330, Tarzana, California 91356. I am over the age of eighteen years and am not a party to the within action;

On September 9, 2005, I served the following document(s) entitled NOTICE OF ATTORNEY LIEN on ALL INTERESTED PARTIES in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

SEE ATTACHED LIST

BY MAIL: By placing a true copy thereof in a sealed envelope addressed as above, and placing it for and mailing following ordinary business practices. I am readily familiar with the firm's practice of collection and processing correspondence, pleadings and other matters for mailing with the United States Postal Service. The correspondence, pleadings and other matters are deposited with the United States Postal Service with postage thereon fully prepaid in Tarzana, California, on the same day in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on September 9, 2005, at Tarzana, California.

Natalie M. Halpern

WASSERMAN, COMDEN, CASSELMAN & PEARSON, LLP.
5567 RESEDA BOULEVARD, SUITE 330
POST OFFICE BOX 7033
TARZANA, CALIFORNIA 91357-7033

WASSERMAN, COMDEN, CASSELMAN & PEARSON, L.L.P.
8567 RESEDA BOULEVARD, SUITE 330
POST OFFICE BOX 7033
TARZANA, CALIFORNIA 91357-7033

SERVICE LIST
HARRIS V. KNIGHT, MARIN 'SUGE'
BC268857

- 1
 - 2
 - 3 Neil C. Erickson, Esq.
 - 4 Katherine J. Kuneberger, Esq.
 - 5 JEFFER, MANGELS, BUTLER &
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 - 8 Dermot Damian Givens, Esq.
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 - 10 Hayes F. Michel, Esq.
 - 11 PROSKAUER ROSE LLP
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Telephone: (310) 557-2900
Facsimile: (310) 557-2193
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- Attorneys for Marion H. Knight aka Suge
Knight, Death Row Records, Tha Row
Records
- Attorneys for Marion H. Knight aka Suge
Knight, Death Row Records, Tha Row
Records
- Attorneys for KEVIN GILLIAM aka
BATTLECAT

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 49 of 61

CM-200	
ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Lydia Harris 3910 Daphne Houston, Tx 77021 TELEPHONE NO.: (281) 330-4453 FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):	FOR COURT USE ONLY FILED LOS ANGELES SUPERIOR COURT JUN 17 2005 JOHN A. CLARKE, CLERK BY E. Martinez ELIZABETH MARTINEZ, DEPUTY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill St. MAILING ADDRESS: CITY AND ZIP CODE: LA, CA 90011 BRANCH NAME: Central District	
PLAINTIFF/PETITIONER: Lydia Harris DEFENDANT/RESPONDENT: Marion 'Sgt' Knight - Death Row Inc. <i>Revised</i>	
NOTICE OF SETTLEMENT	CASE NUMBER: BC 268 857 JUDGE: Ronald M. Schigian DEPT: 41

NOTICE TO PLAINTIFF
If you have not filed a request for dismissal within 45 days of the date this Notice of Settlement is received by the court or, if the settlement is conditional, within 45 days of the date specified in item 1b, the court must dismiss the case unless good cause is shown within that time why the case should not be dismissed.

To the court, all parties, and any arbitrator or other court-connected ADR neutral involved in this case:

- This case has been settled. The settlement is:
 - ☐ Unconditional. A request for dismissal will be filed within 45 days after the date of the settlement.
Date of settlement:
 - ☒ Conditional. The settlement agreement conditions dismissal of this matter on the satisfactory completion of specified terms that are not to be performed within 45 days of the date of the settlement. A request for dismissal will be filed no later than (date): May 27, 2005
- Date initial pleading filed: February 26, 2002
- Next scheduled hearing or conference:
 - Purpose:
 - Date: Time:
- Trial date:
 - ☒ No trial date set
 - ☐ Date: Time:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: May 18, 2005

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☒ PARTY WITHOUT ATTORNEY)

Lydia Harris
(SIGNATURE)

Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 50
of 61

WASSERMAN, COMDEN & CASSELMAN L.L.P.
3567 Raceda Boulevard, Suite 310
Post Office Box 7033
Torrance, California 91357-7033
(818) 705-6800 (323) 872-0945
Fax (818) 996-8266

CONTINGENCY FEE AGREEMENT

THIS IS AN AGREEMENT between Lydia Harris and New Line Entertainment, Inc. and Lifestyle Records, Inc., hereinafter referred to as "Client," and Wasserman, Comden & Casselman L.L.P., hereinafter referred to as "Attorney." Unless a different Agreement is made in writing, this Agreement alone shall govern the respective rights and responsibilities of Client and Attorney.

1. Claims Covered by Agreement: Client retains Attorney to represent Client in connection with representative regarding matters concerning Battlestar, including, but not limited to breach of licensing, publishing and all intellectual property issues.

This Agreement does not cover other related claims that may arise and may require legal services. If such matters arise, separate agreements for legal services will be required if Client wishes Attorney to handle such matters.

2. Services to be Performed by Attorney: Attorney agrees to perform the following legal services, if necessary, with respect to the claims described above:

- investigation of claims;
- determining responsible parties;
- preparation and filing of lawsuit;
- settlement procedures and negotiations;
- prosecution of claim by arbitration or legal action until award or judgment is obtained;
- and
- if judgment is obtained in Client's favor, opposing a motion for new trial by an opposing party.

Attorney is authorized to associate or employ, at Attorney's own expense, other counsel to assist in performing the services required by this Agreement, and to appear on Client's behalf in any proceeding or lawsuit.

3. Services Not Covered by This Agreement: If additional services are necessary in connection with Client's claims, and Client requests Attorney to perform such services, fee arrangements for such additional services must be made between Attorney and Client. Such additional services may be required, for example:

- if the judgment obtained is not in Client's favor, or the amount thereof is unsatisfactory to Client;
- if the judgment obtained is in Client's favor, and an opposing party appeals from the judgment;
- if a retrial is ordered after a motion for new trial or mistrial, or reversal of the judgment on appeal; or
- in judgment enforcement proceedings.

4. No Guarantee as to Result: Client acknowledges that Attorney has made no guarantee as to the outcome or the amounts recoverable in connection with Client's claims.

5. Litigation Costs and Expenses: Attorney is authorized to incur reasonable cost and expenses in performing legal services under this Agreement. Client agrees to reimburse Attorney for such costs and expenses in addition to the contingency fee discussed below in the event of any recovery.

(a) Particular Costs and Expenses: The costs and expenses necessary in this case may include any or all of the following items (The list is not exclusive; other items may also be necessary, and the rates shown are subject to change on prior written notice to Client.)

- court filing fees
- process serving fees
- fees to private investigators
- fees to photographers or graphic artists
- fees to experts for consultation and/or appearance at deposition or trial
- jury fees
- mail, messenger and other delivery charges
- parking and other local travel at \$1 1/2/mile
- transportation, meals, lodging and all other costs of necessary out-of-town travel
- long distance telephone charges
- photocopying (in office) at \$0.08/page
- word processing charges
- computerized legal research
- other computer time

(b) Client's Responsibility re Costs: Attorney may advance such costs and expenses on Client's behalf, but is not obligated to do so. Client agrees to reimburse Attorney out of any settlement or judgment proceeds as a priority payment.

6. Contingency Fee to Attorney: Client acknowledges that he/she has been advised by Attorney and is aware that the contingency fee is a 40% arrangement and has been negotiated between Client and Attorney.

Based on such negotiations, Client agrees that the following fee arrangement is fair and reasonable, and to pay Attorney the following amount:

If the matter is settled before a lawsuit is filed, the amount equal to forty percent (40%) of any recovery obtained.

If the matter is settled after a lawsuit is filed, but before the case is first assigned a trial date, an amount equal to thirty three and forty percent (40%) of any recovery obtained.

Thereafter, an amount equal to forty percent (40%) of any recovery, whether by way of settlement, judgment or compromise.

(a) Costs and Expenses as Affecting Contingency Fee: Attorney's fee shall be computed based on the gross recovery. Costs and expenses paid by Attorney in connection with Client's claim shall be reimbursed after the contingency fee is computed. Client's share of the recovery shall be the balance remaining after reimbursement of such costs and expenses and payment of the contingency fee.

(b) Form of Recovery as Affecting Contingency Fee: If the recovery consists of payments to be made over a period of time, or other property not entirely cash or cash-equivalent, the contingency fee shall be based on the present cash value of the recovery as determined by generally recognized accounting and appraisal standards. (For example, if the recovery consists of \$1,000 payable at \$100/year over 10 years, its present value may be approximately \$380, depending on prevalent interest rates.) The contingency fee shall be paid out of the first funds or property received by Client.

(c) Sanctions Awards not Part of Recovery: Monetary sanctions awarded to Attorney during the course of this litigation shall not be considered part of Client's recovery in this action. Such sanctions shall be deemed compensation to counsel for extraordinary time and effort expended as a result of an opposing party's bad faith conduct or failure to comply with discovery demands, court orders or similar obligations. But if the sanctions award includes a costs item (such as the filing fee for making a motion), the amount thereof shall be credited to Client's costs account when received by Attorney.

7. Effect of Discharge by Client: Client shall have the right to discharge Attorney at any time upon written notice to Attorney. Such discharge shall not affect Client's obligation to reimburse Attorney for costs incurred prior to such discharge. In addition, Attorney shall be entitled to the reasonable value of legal services performed prior to such discharge to be paid by Client from any subsequent recovery on claims covered by this Agreement.

8. Attorney's Lien: To secure payment to Attorney of all sums due under this Agreement for services rendered or costs advanced, Client hereby grants Attorney a lien on Client's claim and any cause of action or lawsuit filed thereon, and to any recovery Client may obtain, whether by settlement, judgment or otherwise.

9. Insurance: Wasserman, Camden & Casselman L.L.P. maintains errors-and-omissions insurance applicable to the services to be rendered under the terms of this Agreement.

10. Arbitration of Disputes: If a dispute arises between Attorney and Client regarding fees or services in connection with the above-referenced transaction, such dispute shall be submitted to binding arbitration. This includes any claim for breach of contract, negligence, breach of fiduciary duty or other wrongdoing.

Such arbitration shall be conducted in accordance with the rules of the American Arbitration Association or Judicial Arbitration & Mediation Services, or CCP § 1280 et seq.

You acknowledge that we have explained to you that such binding arbitration may deprive you of various rights that you otherwise might have in a legal action, including without limitation, the right to a jury trial, the right to appeal, and full discovery rights.

INITIALING BELOW SIGNIFIES ACKNOWLEDGMENT OF THIS EXPLANATION:

XX
(CLIENT'S INITIALS)

MSR
(WC&C)

11. Client's Receipt of Agreement and Knowledge of Terms: Client acknowledges that he/she has read and fully understands all of the terms and conditions of this Agreement before signing it, and has received a copy of this Agreement upon execution thereof.

Executed at 5567 Reseda Blvd., Suite 330, Torrance, CA 91357 (place) on January 25, 2002.

ATTORNEY:

CLIENT:

WASSERMAN, CAMDEN & CASSELMAN & PEARSON L.L.P.

LYDIA HARRIS

BY:

MARTIN S. RUDOLPH

7010 W. Avenue K, Suite 624

Lancaster, CA 93534

5567 Reseda Boulevard, Suite 330
Torrance, California 91357

Telephone: (Cell) 310-594-2704

(818) 705-6800

Facsimile: 323-291-7317

Facsimile: (818) 345-0162

FIRM: DATE: April 4, 2006
HAIGHT, BROWN AND BOI STEEL
6080 CENTER DRIVE, SUITE 800 COURT/ LASC
LOS ANGELES, CA 90045 BRANCH: Central
CLIENT ACCOUNT #: 124 NUMBER: BC 340196
ROUTE #: 10 CASE: Wesserman v. Harris
PHONE #: (310) 215-7100 DOCUMENTS:
FAX #: (310) 215-7300 First Amended Complaint
ATTENTION OF: B. Caib/T. Welsh
EXT: 7739
ATTY FILE #: WC11-0007

PLEASE NOTE ANY SPECIFIC OR TIMELY FILING REQUIREMENTS

INSTRUCTIONS:

- ☒ FILE & CONFORM
☐ ISSUE
☐ RECORD
☐ COPY
☐ CERTIFY
☐ OTHER (specify):
☐ ADVANCE FEES
☐ CHECK ATTACHED \$ _____



DO TODAY

APPEARANCE FEES PAID: ☐ YES ☐ NO

STATUTE-DATE:

IF YES, DATE PAID: _____

UPCOMING HEARINGS (IMPORTANT) DATE: _____ TIME: _____ DEPT. _____

REPORT:

☐ ASSIGNMENT COMPLETED BY _____ INITIALS
☐ REJECTED
☐ ATTY. CALLED _____ SPOKE WITH _____
DATE BILLING TO FOLLOW

CH7429065

MEMBER - CALIFORNIA ASSOCIATION OF PHOTOCOPIERS AND PROCESS SERVERS
FOUNDING MEMBER - NATIONAL ASSOCIATION OF PROFESSIONAL PROCESS SERVERS

Janney & Janney
attorney service, inc.
(213) 628-6338
1313 W. 8TH ST., SUITE #310
LOS ANGELES, CA 90017

ITEM	CHARGES
RUSH FILING	
OUT OF COUNTY	
INDEX	
RECORDING	
COURT SERVICE	
FAX	
JANNEY ADVANCED	
CHECK #	

ATTORNEY'S FILE COPY

PLEASE TEAR PERFS OFF THIS SIDE ONLY / RETAIN COPY

FIRM: HAYHT. BROWN AND BC STEEL
3080 CENTER DRIVE, SUITE 800
LOS ANGELES, CA 90045
DATE: April 4, 2006
COURT/ BRANCH: LASC Central
CLIENT ACCOUNT #: 1124 NUMBER: BC 340196
ROUTE #: 10 CASE: Wasserman v Harris
PHONE #: (310) 215-7100
FAX #: (310) 215-7300
DOCUMENTS: First Amended Complaint
ATTENTION OF: S. Caine/T. Walsch
EXT: 7729
ATTY FILE #: WC11-0007

PLEASE NOTE ANY SPECIFIC OR TIMELY FILING REQUIREMENTS

INSTRUCTIONS:

- ☐ FILE & CONFORM
☐ ISSUE
☐ RECORD
☐ COPY
☐ CERTIFY
☒ OTHER (specify):
☐ ADVANCE FEES
☐ CHECK ATTACHED \$



DO TODAY

Deliver the attached documents to the Clerk in Dept. 41 as a courtesy copy of documents being filed today.

APPEARANCE FEES PAID: ☐ YES ☐ NO

IF YES, DATE PAID: _____

UPCOMING HEARINGS (IMPORTANT) DATE: _____ TIME: _____ DEPT. _____

REPORT:

☐ ASSIGNMENT COMPLETED BY _____ INITIALS

☐ ATTY. CALLED _____ SPOKE WITH _____ DATE

☐ REJECTED

☐ BILLING TO FOLLOW

STATUTE-DATE:

CH7429064

MEMBER - CALIFORNIA ASSOCIATION OF PHOTOCOPIERS AND PROCESS SERVERS
FOUNDING MEMBER - NATIONAL ASSOCIATION OF PROFESSIONAL PROCESS SERVERS

(213) 628-6338 1313 W. 8TH ST., SUITE #310
LOS ANGELES, CA 90017

Janney & Janney
attorney service, inc.

ITEM	CHARGES
RUSH FILING	
OUT OF COUNTY	
INDEX	
RECORDING	
COURT SERVICE	
FAX	
JANNEY ADVANCED	
CHECK #	

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FedEx Tracking Number 8569 4066 0358

From Please print and press hard
Date 3/31/06 Sender's FedEx Account Number 0904-1912-9

Sender's Name Stephen M. Caine Phone (310) 215-7801

Company HAIGHT BROWN BONESTEEL

Address 6080 CENTER DR STE 800

City LOS ANGELES State CA ZIP 90045

Your Internal Billing Reference WC11-0007

To Recipient's Name Dermot Damian Givens Phone (310) 854-8823

Company

Recipient's Address 433 North Camden Drive #600

We cannot deliver to P.O. boxes or P.O. ZIP codes.

Address To request a package be held at a specific FedEx location, print FedEx address here.

City Beverly Hills State CA ZIP 90210

0332443625



Store your addresses at fedex.com
Simplify your shipping. Manage your account. Access all the tools you need.



4a Express Package Service
☐ FedEx Priority Overnight
Next business morning. * Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
☒ FedEx Standard Overnight
Next business afternoon. * Saturday Delivery NOT available.
☐ FedEx 2Day
Second business day. * Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected. FedEx Envelope rate not available. Minimum charge: One-pound rate.
☐ FedEx Express Saver
Third business day. * Saturday Delivery NOT available.

Packages up to 150 lbs.

FedEx First Overnight
Earliest next business morning delivery to select locations. * Saturday Delivery NOT available.

4b Express Freight Service
☐ FedEx 1Day Freight*
Next business day. ** Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
☐ FedEx 2Day Freight
Second business day. ** Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
☐ FedEx 3Day Freight
Third business day. ** Saturday Delivery NOT available.

Packages over 150 lbs.

FedEx 3Day Freight
Third business day. ** Saturday Delivery NOT available.

5 Packaging
☐ FedEx Envelope*
☒ FedEx Pak*
Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak.
☐ FedEx Box
☐ FedEx Tube
☐ Other
* Declared value limit \$500.

6 Special Handling
☐ SATURDAY Delivery
NOT Available for FedEx Standard Overnight, FedEx First Overnight, FedEx Express Saver, or FedEx 3Day Freight.
☐ HOLD Weekday at FedEx Location
NOT Available for FedEx First Overnight.
☐ HOLD Saturday at FedEx Location
Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.
Does this shipment contain dangerous goods?
One box must be checked.
☒ No
☐ Yes
As per attached Shipper's Declaration.
☐ Yes
Shipper's Declaration not required.
☐ Dry Ice
Dry Ice, 6 UN 1845
☐ Cargo Aircraft Only
Dangerous goods (including dry ice) cannot be shipped in FedEx packaging.

7 Payment Bill to:
☒ Sender
Acct. No. in Section 1 will be billed.
☐ Recipient
☐ Third Party
☐ Credit Card
☐ Cash/Check
Enter FedEx Acct. No. or Credit Card No. below.

FedEx Acct. No. Credit Card No.
Total Packages Total Weight Total Declared Value
\$.00
Your liability is limited to \$100 unless you declare a higher value. See back for details. By using this Airbill you agree to the service conditions on the back of this Airbill and in the current FedEx Service Guide, including terms that limit our liability. FedEx Use Only

8 NEW Residential Delivery Signature Options If you require a signature, check Direct or Indirect.

No Signature Required
Package may be left without obtaining a signature for delivery.
Direct Signature
Anyone at recipient's address may sign for delivery. Fee applies.
Indirect Signature
If no one is available at recipient's address, anyone at a neighboring address may sign for delivery. Fee applies.

519

Rev. Date 1/05/06 Part 1/06/06 11034-1205 FedEx PRINTED IN U.S.A. ©SFE

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FedEx Tracking Number 8569 4066 0369

From Please print and press hard.

Date 3/31/06 Sender's FedEx Account Number 0904-1912-9

Sender's Name Stephen M. Caine Phone (310) 215-7801

Company HAIGHT BROWN BONESTEEL

Address 6080 CENTER DR STE 800

City LOS ANGELES State CA ZIP 90045

Your Internal Billing Reference WC11-0007 OPT:RNA:

To Recipient's Name Debra V. Crawford Phone (831) 624-2422

Company

Recipient's Address SW Mission & 4th, #5

Address

City Carmel State CA ZIP 9392100373

0332443625



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4a Express Package Service
☐ FedEx Priority Overnight
☒ FedEx Standard Overnight
☐ FedEx 2Day
☐ FedEx Express Saver

4b Express Freight Service
☐ FedEx 1Day Freight
☐ FedEx 2Day Freight
☐ FedEx 3Day Freight

5 Packaging
☐ FedEx Envelope
☒ FedEx Pak
☐ FedEx Box
☐ FedEx Tube
☐ Other

6 Special Handling
☐ SATURDAY Delivery
☐ HOLD Weekday at FedEx Location
☐ HOLD Saturday at FedEx Location
☐ Dry Ice
☐ Cargoc Aircraft Only

7 Payment Bill to:
☒ Sender
☐ Recipient
☐ Third Party
☐ Credit Card
☐ Cash/Check

Total Packages Total Weight Total Declared Value
\$.00

8 NEW Residential Delivery Signature Options
☐ No Signature Required
☐ Direct Signature
☐ Indirect Signature

519

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fedEx US Airbill
Express

FedEx
Tracking
Number

8569 4066 0483

FROM Please print and press hard.

Date 3/31/06 Sender's FedEx Account Number 0904-1712-7

Sender's Name Stephen M. Caine Phone (310) 215-7801

Company HAIGHT BROWN BONESTEEL

Address 6080 CENTER DR STE 800

City LOS ANGELES State CA ZIP 90045

Your Internal Billing Reference WC11-0007 OPTIONAL
First 34 characters will appear on invoice.

To Recipient's Name Laurence D. Strick Phone (323) 964-5231

Company Law Office of Laurence D. Strick

Recipient's Address 339 N. Sycamore Ave., #2

We cannot deliver to P.O. boxes or P.D. ZIP codes.

Address To request a package be held at a specific FedEx location, print FedEx address here.

City Los Angeles State CA ZIP 90036

0332443625



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0218 Sender's Copy

4a Express Package Service Packages up to 150 lbs.

☐ FedEx Priority Overnight Next business morning.* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
☒ FedEx Standard Overnight Next business afternoon.* Saturday Delivery NOT available.
☐ FedEx 2Day Second business day.* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
☐ FedEx Express Saver Third business day.* Saturday Delivery NOT available.

4b Express Freight Service Packages over 150 lbs.

☐ FedEx 1Day Freight* Next business day.* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
☐ FedEx 2Day Freight Second business day.* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
☐ FedEx 3Day Freight Third business day.* Saturday Delivery NOT available.

* Call for Confirmation. ** To meet locations.

5 Packaging

☐ FedEx Envelope* ☒ FedEx Pak* Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak. ☐ FedEx Box ☐ FedEx Tube ☐ Other

* Declared value limit \$500.

6 Special Handling

☐ SATURDAY Delivery NOT Available for FedEx Standard Overnight, FedEx First Overnight, FedEx Express Saver, or FedEx 3Day Freight.
☐ HOLD Weekday at FedEx Location NOT Available for FedEx First Overnight.
☐ HOLD Saturday at FedEx Location Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.

Does this shipment contain dangerous goods?
☒ No ☐ Yes Use box must be checked. No per attached Shipper's Declaration. ☐ Yes Shipper's Declaration and required.
☐ Dry Ice Dry Ice, 3 UN 1845 x kg ☐ Cargo Aircraft Only

Dangerous goods (including dry ice) cannot be shipped in FedEx packaging.

7 Payment Bill to: Enter FedEx Acct. No. or Credit Card No. below.

☒ Sender Acct. No. in Section 1 will be billed. ☐ Recipient ☐ Third Party ☐ Credit Card ☐ Cash/Check

FedEx Acct. No. Exp. Date

Total Packages Total Weight Total Declared Value†

\$.00

†Our liability is limited to \$100 unless you declare a higher value. See back for details. By using this Airbill you agree to the service conditions on the back of this Airbill and in the current FedEx Service Guide, including terms that limit our liability. FedEx Use Only

8 NEW Residential Delivery Signature Options If you require a signature, check Direct or Indirect.

☐ No Signature Required Packages may be left without obtaining a signature for delivery.
☐ Direct Signature Anyone at recipient's address may sign for delivery. Fee applies.
☐ Indirect Signature If no one is available at recipient's address, anyone in a neighborhood 3000 sq. ft. may sign for delivery. Fee applies.

519

Rev. Date 11/05-Pat #158275-01994-2005 FedEx PRINTED IN U.S.A.-23F

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edEx *US Airbill*
Express

FedEx
Tracking
Number

8569 4066 0472

From *Please print and press hard*

Date 3/31/06

Sender's FedEx
Account Number

0904-1912-9

Sender's
Name Stephen M. Caine

Phone (310) 215-7801

Company HAIGHT BROWN BONESTEEL

Address 6080 CENTER DR STE 900

Dept./Floor/Room

City LOS ANGELES

State CA

ZIP 90045

Your Internal Billing Reference

First 36 characters will appear on invoice.

WC11-0007

OPTIONAL

To
Recipient's
Name Steven M. Goldber

Phone (310) 979-8274

Company Russ August & Kabat

Recipient's
Address 12424 Wilshire Blvd., Ste. 12th FL

We cannot deliver to P.O. boxes or P.O. ZIP codes.

Dept./Floor/Room

Address

To request a package be held at a specific FedEx location, print FedEx address here.

City Los Angeles

State CA

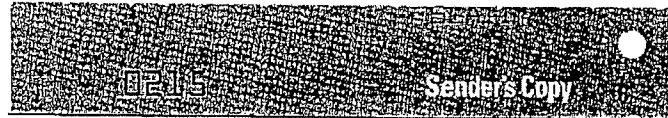
ZIP 90025

0332443625



Store your addresses at fedex.com

Simplify your shipping. Manage your account. Access all the tools you need.



4a Express Package Service

☐ FedEx Priority Overnight
Next business morning.* Friday
shipments will be delivered on Monday
unless SATURDAY Delivery is selected.

☒ FedEx Standard Overnight
Next business afternoon.*
Saturday Delivery NOT available.

Packages up to 150 lbs.

☐ FedEx First Overnight
Earliest next business morning
delivery to select locations.*
Saturday Delivery NOT available.

☐ FedEx 2Day
Second business day.* Thursday
shipments will be delivered on Monday
unless SATURDAY Delivery is selected.

☐ FedEx Express Saver
Third business day.*
Saturday Delivery NOT available.

4b Express Freight Service

☐ FedEx 1Day Freight*
Next business day.** Friday
shipments will be delivered on Monday
unless SATURDAY Delivery is selected.

☐ FedEx 2Day Freight
Second business day.* Thursday
shipments will be delivered on Monday
unless SATURDAY Delivery is selected.

Packages over 150 lbs.

☐ FedEx 3Day Freight
Third business day.**
Saturday Delivery NOT available.

* Call for Confirmation.

** To meet locations.

5 Packaging

☐ FedEx
Envelope*

☒ FedEx Pak*
Includes FedEx Small Pak,
FedEx Large Pak, and FedEx Sturdy Pak.

☐ FedEx
Box

☐ FedEx
Tube

* Declared value first \$500.

6 Special Handling

☐ SATURDAY Delivery
NOT Available for
FedEx Standard Overnight,
FedEx First Overnight, FedEx Express
Saver, or FedEx 2Day Freight.

☐ HOLD Weekday
at FedEx Location
NOT Available for
FedEx First Overnight.

☐ HOLD Saturday
at FedEx Location
Available ONLY for
FedEx Priority Overnight and
FedEx 2Day to select locations.

Does this shipment contain dangerous goods?

☒ No ☐ Yes
As per attached
Shipper's Declaration.

☐ Yes
Shipper's Declaration
not required.

☐ Dry Ice
Dry Ice, 3 UN 1845

☐ Cargo Aircraft Only

Dangerous goods including dry ice cannot be shipped in FedEx packaging.

7 Payment B/HI for:

☒ Sender
Acct. No. in Section
1 will be billed.

☐ Recipient

☐ Third Party

☐ Credit Card

☐ Cash/Check

FedEx Acct. No.
Credit Card No.

Exp.
Date

Total Packages

Total Weight

Total Declared Value†

\$ 00

† Your liability is limited to \$100 unless you declare a higher value. See back for details. By using this Airbill you agree to the service conditions on the back of this Airbill and in the current FedEx Service Guide, including terms, conditions, and liability.

FedEx Use Only

8 NEW Residential Delivery Signature Options

If you require a signature, check Direct or Indirect.

☐ No Signature
Required
Package may be left
without obtaining a
signature for delivery.

☐ Direct Signature
Anyone at recipient's
address may sign for
delivery. Fee applies.

☐ Indirect Signature
If no one is available at
recipient's address, someone
at a neighboring address may
sign for delivery. Fee applies.

519

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Case 2:06-bk-11205-VZ Claim 38-1 Filed 10/31/06 Desc Main Document Page 59 of 61

FedEx Express **US Airbill**

FedEx Tracking Number **8569 4066 0463**

From *Please print and paste here.*

Date **3/31/06** Sender's FedEx Account Number **0904-1912-9**

Sender's Name **Stephen M. Caine** Phone **(310) 215-7801**

Company **HAIGHT BROWN BONESTEEL**

Address **6080 CENTER DR STE 800**

City **LOS ANGELES** State **CA** ZIP **90045**

Your Internal Billing Reference **WC11-0007** *OPTIONAL*

To Recipient's Name **Larry Nagelberg** Phone **(310) 208-3220**

Company **Nagelberg & Associates**

Recipient's Address **The Tower, Suite 2150**

Address **10940 Wilshire Blvd.**

City **Los Angeles** State **CA** ZIP **90024**

0332443625



Sender's Copy

4a Express Package Service

☐ FedEx Priority Overnight
Next business morning.* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

☒ FedEx Standard Overnight
Next business afternoon.* Saturday Delivery NOT available.

☐ FedEx 2Day
Second business day.* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

☐ FedEx Express Saver
Third business day.* Saturday Delivery NOT available.

4b Express Freight Service

☐ FedEx 1Day Freight*
Next business day.* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

☐ FedEx 2Day Freight
Second business day.* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

5 Packaging

☐ FedEx Envelope*
Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak.

☒ FedEx Pak*
Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak.

☐ FedEx Box

☐ FedEx Tube

☐ Other

6 Special Handling

☐ SATURDAY Delivery
NOT Available for FedEx Standard Overnight, FedEx Express Saver, or FedEx 2Day Freight.

☐ HOLD Weekday at FedEx Location
NOT Available for FedEx Priority Overnight.

☐ HOLD Saturday at FedEx Location
Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.

Does this shipment contain dangerous goods?
☒ No ☐ Yes
If "Yes", attach Shipper's Declaration.

Dangerous goods (including dry ice) cannot be shipped in FedEx packaging.
☐ Dry Ice
Dry Ice, B, UN 1845

7 Payment Bill to: ☒ Sender ☐ Recipient ☐ Third Party ☐ Credit Card ☐ Cash/Check

Total Packages **1** Total Weight **1.00** Total Declared Value **\$.00**

8 NEW Residential Delivery Signature Options

☐ No Signature Required
Packages may be left without obtaining a signature for delivery.

☐ Direct Signature
Anyone at recipient's address may sign for delivery. Fee applies.

☐ Indirect Signature
If no one is available at recipient's address, anyone at a neighboring address may sign for delivery. Fee applies.

519

PULL AND RETAIN THIS COPY BEFORE AFFIXING TO THE PACKAGE. NO POUCH NEEDED.

FedEx US Airbill

Express

From *Please print and print hard.* **3/31/06** Sender's FedEx Account Number **0904-1912-9**

Date **3/31/06** Sender's Name **Stephen M. Caine** Phone **(310) 215-7801**

Company **HAIGHT BROWN BONESTEEL**

Address **6080 CENTER DR STE 800** State **CA** ZIP **90045**

City **LOS ANGELES** Dept./Floor/Suite/Room

Our Internal Billing Reference **WC11-0007** 04716441

Recipient's Name **Rex Julian Beaber** Phone **() 557-1198**

Recipient's Address **1546 Calmar Court** Dept./Floor/Suite/Room

City **Los Angeles** State **CA** ZIP **90024**

Tracking Number **8569 4066 0347**

Schedule a pickup at fedex.com
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Sender's Copy

4a Express Package Service

☐ FedEx Priority Overnight
Next business morning. Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

☒ FedEx Standard Overnight
Next business afternoon. Saturday Delivery NOT available.

☐ FedEx 2Day
Second business day. Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

☐ FedEx Express Saver
Third business day. Saturday Delivery (H) available.

4b Express Freight Service

☐ FedEx 1Day Freight[®]
Next business day. Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

☐ FedEx 2Day Freight[®]
Second business day. Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

5 Packaging

☐ FedEx Envelope[®]

☒ FedEx Pak[®]
Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak.

☐ FedEx Box

☐ FedEx Tube

☐ Other

6 Special Handling

☐ SATURDAY Delivery
NOT Available for:
FedEx Standard Overnight,
FedEx First Overnight, FedEx Express Saver, or FedEx 2Day Freight.

☐ HOLD Weekday at FedEx Location
NOT Available for:
FedEx First Overnight.

☐ HOLD Saturday at FedEx Location
Available ONLY for:
FedEx Priority Overnight and
FedEx 2Day to select locations.

Does this shipment contain dangerous goods?
☒ No ☐ Yes
One box must be checked. Shipper's Declaration. Shipper's Declaration. Shipper's Declaration.

7 Payment Bill to: ☒ Sender ☐ Recipient ☐ Third Party ☐ Credit Card ☐ Cash/Check

Total Packages **1** Total Weight **1.00** Total Declared Value¹ **\$.00**

8 NEW Residential Delivery Signature Options If you require a signature, check Director or Indirect.

☐ No Signature Required
Package may be left without obtaining a signature for delivery.

☐ Direct Signature
Someone at recipient's address may sign for delivery. Free applies.

☐ Indirect Signature
If no one is available at recipient's address, someone at a neighboring address may sign for delivery. Free applies.

517

1 Our liability is limited to \$100 unless you declare a higher value. See back for details. By using this Airbill you agree to the service conditions on the back of this Airbill and to the current FedEx Service Guide, including terms that limit our liability.

Rev. Date 11/05-Pan #158279-01/04-2005 FedEx-PRINTED IN U.S.A.-SRF

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	<p style="text-align: center;">MAILING LIST WASSERMAN v. LYDIA HARRIS; LIFESTYLE RECORDS BC 340196</p> <tr> <td data-bbox="235 357 673 556"> <p>Rex Julian Beaber 1546 Calmar Court Los Angeles, CA 90024 Tel: 557-1198 Fax: Xerxers@aol.com</p> <p style="text-align: center;">F K</p> </td><td data-bbox="673 357 1096 556"> <p>Gary S. Soter Pearson, Soter, Warshaw & Penny 15165 Ventura Blvd., #400 Sherman Oaks, CA 91403 Tel: 818-788-8300 Fax: 818-788-8104 gsoter@pswplaw.com</p> <p style="text-align: center;">MAIL</p> </td></tr> <tr> <td data-bbox="235 556 673 745"> <p>David B. Casselman Wasserman Comden, Casselman & Pearson 5567 Reseda Blvd., #330 Tarzana, CA 91357 Tel: 818-705-6800 Fax: 818-705-8634 hblum@wcclaw.com</p> <p style="text-align: center;">MAIL</p> </td><td data-bbox="673 556 1096 745"> <p>Dermot Damian Givens 433 North Camden Dr., #600 Beverly Hills, CA 90210 Tel: 310-854-8823 Fax: 323-878-0416 dermotg@aol.com</p> <p style="text-align: center;">FX</p> </td></tr> <tr> <td data-bbox="235 745 673 924"> <p>Kevin Gilliam 1502 South Alpine Dr. West Covina, CA 91791 [Pro Per]</p> <p style="text-align: center;">MAIL</p> </td><td data-bbox="673 745 1096 924"> <p>Debra V. Crawford P.O. Box 373, SW Mission & 4th, #5 Carmel, CA 93921-0373 Tel: 831-624-2422 Fax: 831-624-2428 ddvcrawford@earthlink.net</p> <p style="text-align: center;">MAIL FED K</p> </td></tr> <tr> <td data-bbox="235 924 673 1123"> <p>Steven M. Goldberg Russ, August & Kabat 12424 Wilshire Blvd., 12th Floor Los Angeles, CA 90025 Tel: 310-979-8274 Fax: 310-826-6991 sgoldberg@raklaw.com</p> <p style="text-align: center;">FX</p> </td><td data-bbox="673 924 1096 1123"> <p>Laurence D. Strick Law Office of Laurence D. Strick 339 N. Sycamore Ave., # 2 Los Angeles, CA 90036 Tel: (323) 964-5231 Fax: (323) 964-8135 larrystrick@yahoo.com</p> <p style="text-align: center;">FX</p> </td></tr> <tr> <td data-bbox="235 1123 673 1354"> <p>Larry Nagelberg Nagelberg & Associates The Tower, Suite 2150 10940 Wilshire Blvd. Los Angeles, CA 90024 Tel: (310) 208-3220 Fax: (310) 208-3830</p> <p style="text-align: center;">F K</p> </td><td data-bbox="673 1123 1096 1354"></td></tr>	<p>Rex Julian Beaber 1546 Calmar Court Los Angeles, CA 90024 Tel: 557-1198 Fax: Xerxers@aol.com</p> <p style="text-align: center;">F K</p>	<p>Gary S. Soter Pearson, Soter, Warshaw & Penny 15165 Ventura Blvd., #400 Sherman Oaks, CA 91403 Tel: 818-788-8300 Fax: 818-788-8104 gsoter@pswplaw.com</p> <p style="text-align: center;">MAIL</p>	<p>David B. Casselman Wasserman Comden, Casselman & Pearson 5567 Reseda Blvd., #330 Tarzana, CA 91357 Tel: 818-705-6800 Fax: 818-705-8634 hblum@wcclaw.com</p> <p style="text-align: center;">MAIL</p>	<p>Dermot Damian Givens 433 North Camden Dr., #600 Beverly Hills, CA 90210 Tel: 310-854-8823 Fax: 323-878-0416 dermotg@aol.com</p> <p style="text-align: center;">FX</p>	<p>Kevin Gilliam 1502 South Alpine Dr. West Covina, CA 91791 [Pro Per]</p> <p style="text-align: center;">MAIL</p>	<p>Debra V. Crawford P.O. Box 373, SW Mission & 4th, #5 Carmel, CA 93921-0373 Tel: 831-624-2422 Fax: 831-624-2428 ddvcrawford@earthlink.net</p> <p style="text-align: center;">MAIL FED K</p>	<p>Steven M. Goldberg Russ, August & Kabat 12424 Wilshire Blvd., 12th Floor Los Angeles, CA 90025 Tel: 310-979-8274 Fax: 310-826-6991 sgoldberg@raklaw.com</p> <p style="text-align: center;">FX</p>	<p>Laurence D. Strick Law Office of Laurence D. Strick 339 N. Sycamore Ave., # 2 Los Angeles, CA 90036 Tel: (323) 964-5231 Fax: (323) 964-8135 larrystrick@yahoo.com</p> <p style="text-align: center;">FX</p>	<p>Larry Nagelberg Nagelberg & Associates The Tower, Suite 2150 10940 Wilshire Blvd. Los Angeles, CA 90024 Tel: (310) 208-3220 Fax: (310) 208-3830</p> <p style="text-align: center;">F K</p>	
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